

Rain Bird Global Rewards – Europe, Program Rules

1. Organizing Company

Rain Bird Europe, a general partnership with a capital of 58,000 euros registered with the Commercial and Companies Register of Aix-en-Provence under number 301 367 363 and whose registered office is located at ZAC Parc de la Duranne, 240 avenue René Descartes, Bat. A le Clamar, 13290, Aix-en-Provence, France (hereinafter "**Rain Bird**"), is setting up from October 2023, a loyalty program entitled "**Rain Bird Global Rewards - Europe**" (hereinafter the "**Program**"), in order to reward the loyalty of its professional customers as defined in Article 2.

2. Participants

The Program is intended only for professionals registered with the Commercial and Companies Register, who run a business of contractor or reseller of watering equipment (hereinafter the "**Participants**") sourcing Rain Bird products from distributors partnered with the Program (hereinafter the "**Partner Distributors**"), with exclusion of mass retailers, home improvement centers, do-it-yourself stores.

The list of the Partner Distributors involved in the Program, by country, is available on the Partner Distributors page on <https://www.rainbird.com/media/16383>.

Participation in the Program implies the express and unreserved acceptance of the Program and these rules (hereinafter the "**Rules**") in all their stipulations as well as the laws and regulations in force in France.

3. Terms Of Participation

The Program is accessible on the Internet via the www.rainbird.com/globalrewards website (hereinafter the "**Site**").

a) Registration

- To participate in the Program and validate its registration, the Participant must complete online all the mandatory fields (identified by an asterisk) on the registration form. The Participant acknowledges and accepts that only its legal representative is entitled to complete and sign the registration form. Otherwise, Rain Bird reserves the right to refuse to validate the Participant's registration.
- Once the registration has been approved by Rain Bird, an email is sent to the Participant with its access codes allowing it to access its personal account on the Site.
- The Participant and its affiliates and subsidiaries are considered as a single Participant record. When a company 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 the Participant becomes aware that the security of its Member ID has been compromised or breached, the Participant must notify, in writing and without delay, 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 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.

b) Earning Rain Bird Points

- The Participant earns points ("**Points**") by purchasing qualifying Rain Bird turf irrigation products ("**Turf Products**") from Partner Distributors. The term "Turf Products" includes all residential,

commercial and landscape drip products, but does not include golf, agricultural or consumer products and parts, or any other products that Rain Bird designates as non-qualifying.

- The Participant will begin earning Points with respect to purchases of Turf Products from Partner Distributors made on and after the first day of the calendar quarter in which the Participant enrolls in the Program. Specifically, a Participant which enrolls in:
 - o January, February or March will begin earning Points for qualifying purchases made on or after January 1;
 - o April, May or June will begin earning Points for qualifying purchases made on or after April 1;
 - o in July, August or September will begin earning Points for qualifying purchases made on or after July 1;
 - o in October, November or December will begin earning Points for qualifying purchases made on or after October 1.
- No Points will be earned until the Participant has purchased the minimum required amount on Turf Products in a calendar year, even, for example, if the Participant had earned Points during the preceding calendar year. However, once the minimum purchase amount is met, Points will be awarded on all purchases of Turf Products.
- Contractor Participant: To convert Points, the Participant must purchase at least 2,000€ (two thousand euros) excluding VAT of Turf Products from Partner Distributors during the calendar year considered.
- Reseller Participant: To convert Points, the Participant must purchase at least 10,000€ (ten thousand euros) excluding VAT of Turf Products from Partner Distributors during the calendar year considered.

If the Program is renewed over the following years, the above-mentioned thresholds are calculated for each calendar year.

- Points are credited at least once every 12 months to the Participant account.
- Points are not redeemable in cash, have no cash value, and may not be assigned, transferred or used for any other purpose than the one specified in this Program. Points not used in the calendar year in which they were earned, are carried over to the following calendar year. However, unless prohibited by law, Points expire at the end of the second calendar year following the year in which they were acquired. For example, Points earned during 2023 will expire and no longer be usable after December 31, 2024.

c) Rain Bird Points

- The total amount of the Participant's purchases of Turf Products is communicated once a quarter by the Partner Distributors to Rain Bird or any company designated by Rain Bird, which converts them into loyalty Points (€10 excl. VAT = 6 points) and credits them to the Participant's account. The amounts communicated by the Distributor Partners to Rain Bird, or the company designated by Rain Bird, are aggregate amounts without any reference to the Turf Products purchased.
- The Participant is responsible for verifying Points credited in its account based on the Partner Distributors information. Rain Bird assumes no responsibility for any erroneous calculation of Points based on incorrect or late information transmitted by Partner Distributor.

- The Participant's Purchases made from different Partner Distributors are cumulated.
- Each Participant can consult its Points on its online account at any time.

d) Redemption of Points

Points can be redeemed for credits, gifts and presents shown on the Site for the applicable Point value set forth on the Site. Any individual who redeems Points on behalf of a Participant represents and warrants to Rain Bird that he is duly authorized on behalf of the Participant to make such redemptions. To redeem Points, the Participant must follow the process provided on the Site. The amount of the request cannot exceed the number of Points shown in the Participant's account at the time the redemption request is validated online. Rain Bird assumes no responsibility for Points that are delayed, lost, or stolen in the process. The Participant that receives credits, gifts and or presents, grants 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.

4. Gifts

a) Nature of gifts

The Points obtained make it possible to obtain either one of the gifts and credits described in article 4.b.

The gifts cannot give rise to the granting of their corresponding value in euros, in full or in part, nor to their replacement or exchange for another gift of any value whatsoever and for any reason whatsoever.

b) Description of the gifts that can be ordered from the Site

The list of the gifts and credits is available on the Site.

c) Order and delivery of gifts

- The gifts can be ordered by the Participant once it has the necessary number of Points, in accordance with the conditions under which they are granted and calculated as described in article 3 of these Rules.
- To this end, the Participant visits the "Order" page of the Site and chooses the gift that it is entitled to in line with the number of Points it has and its status (contractor or reseller). It then fills in the sections of the purchase order and provides any information requested by Rain Bird. The Participant is fully responsible for the information shared in this way.
- Distributor Credits can be requested online through the Rain Bird Global Rewards website. Distributor Credits 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. The point value for distributor credit redemption is 0.05€ per point.
- Rain Bird may not be held responsible in any way whatsoever for any legal proceedings that may arise further to an order or its delivery and in particular manufacturing defaults and/or other possible dysfunctions of the gifts.

e) Beneficiary

The gifts or credits are sent to the Participant and not to any employees. The Participant handles their potential distribution to a third party or one of its employees and alone assumes all

consequences thereof, in particular as regards to the consequences this distribution may have for social security contributions, as Rain Bird cannot under any circumstances be held responsible for them.

5. Miscellaneous Terms

a) Status of Participant

Rain Bird and the Participant are independent companies. Nothing in these Rules shall be construed to make a Participant the agent, employee, franchisee, partner, or legal representative of Rain Bird. The Participant 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. The Participant shall not engage in any deceptive, misleading, illegal, or unethical practice involving their use of Points. In addition, the Participant 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.

b) Fees and Taxes

Any and all fees and tax obligations arising from Participant's receipt or use of Points and gifts (excluding taxes based upon the net income of Rain Bird) are the sole responsibility of the Participant. It is recommended that the Participant consult its tax advisor for complete information regarding fees and taxes related to the Program. The Participant may be required to reimburse Rain Bird for the amount of any tax, tariff, duty or assessment that Rain Bird would be obligated to pay or collect in connection with the Participant's participation in the Program.

c) Consent to contact the 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. The Participant must send all Program communications to Rain Bird at Rain Bird Europe, Rain Bird Rewards Program Office, 240 avenue René Descartes, Bat. A le Clamar, 13290, Aix-en-Provence, France, or at such other address(es) as Rain Bird may designate from time to time.

d) Proprietary Rights

The Participant acknowledges that Rain Bird Corporation (**RBC**) (a Rain Bird group company) is the sole owner of the "Rain Bird" mark, logo, and all variations or combinations thereof, as well as other trademarks, trade names under which Rain Bird's products and services are commercialized. The participation in the Program does not transfer or grant any right or interest to the Participant. During the implementation of the Program, Rain Bird grants to Participant a non-exclusive, non-transferable license to use the "Rain Bird" mark for promotion of Rain Bird's products, strictly in accordance with Rain Bird's direction and control. Accordingly, the 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 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 these Rules.

e) Amendments

Rain Bird may amend (add to, delete or change) the terms of the Program and/or these Rules at any time, without being held liable. This means, for example, changes regarding the gifts or the granting of points. The applicable version of these Rules and the Program are those available on the Site at the date of the Order set forth in the above Article 4.c). Unless otherwise indicated, amendments will apply to Points accrued and/or awarded after the updating of the Program and/or these Rules on the Site.

f) Participant Termination

The Participant may terminate its participation in the Program at any time by sending an email to rewards@rainbird.com.

g) Rain Bird Termination

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 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 these Rules, the Program, or any other agreement with Rain Bird or a Partner Distributor; or the Participant submits altered or fraudulent invoices in connection with the Program; or the Participant acts in a manner that is inconsistent with the intended operation of the Program; or the 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.

h) Program Termination

Rain Bird may terminate the Program at any time, without being held liable, by providing notice to the Participant at least 45 days in advance of the termination date by any reasonable means, including by providing notice through the Site. The Participant will have until the termination date to use all accrued but unused Points.

i) Governing Law

These Rules are governed and construed in accordance with French 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.

j) Assignment

The Participant may not assign, delegate, or otherwise transfer (by operation of law, merger or otherwise) any right or obligation under these Rules to others without Rain Bird's prior written consent, which it may withhold without cause.

k) Personal data and cookies

Rain Bird undertakes to collect and process personal data in accordance with the modified Law No. 78-17 of 6 January 1978 on information technology, data files and civil liberties (Loi n°78-17 du 6 janvier 1978 modifiée dite « Informatique et Libertés »), the General Data Protection Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (2016/679) ("GDPR") (both referred to as "Regulation")

Rain Bird hereby collects and processes personal data of Participant that are strictly necessary for the implementation of the Program such as: surname, first name, electronic address, phone number.

The purpose of collecting Participant personal data is to implement and execute the Program. Personal data may also be used by Rain Bird for prospecting purposes.

Rain Bird may disclose personal data to third parties in cases where Rain Bird is required or authorized by law to do so, including a result of a court decision or other legal request or requirement. Such data may also be shared with companies located outside the European Union (EU) when strictly necessary for the performance of the Program and the commercial relationship, in particular to companies affiliated to Rain Bird, its subcontractors, commercial partners, and distributors. Rain Bird guarantees that these third parties will have only limited access to the personal data necessary for the performance of the Program and will be required to use them in accordance with the provisions of the above-mentioned regulation.

In any event, Rain Bird guarantees to ensure a sufficient and appropriate level of protection, in particular by regulating transfers of such personal data to countries that do not offer an adequate level of protection, by the standard contractual clauses approved by the European Commission or by intra-group binding corporate rules, in accordance with the above-mentioned regulation. Rain Bird implements technical, organizational, logical, and physical security measures to protect Participant's personal data against any alteration, loss, access or unauthorized use and disclosure. Rain Bird stores the personal data for the duration strictly necessary for the implementation of the Program, as well as for the purposes of operating the Site. Beyond this period, Rain Bird undertakes to delete the Participant data in its possession.

Participant concerned by the processing of data has the following rights: right of access, rectification, withdrawal, opposition, portability of his/her Personal Data and to obtain a restriction of processing as well as to decide of the fate of such data after death. These rights can be exercised by contacting Rain Bird, Rain Bird Europe, 240 rue René Descartes, BP 40072, 13792 Aix-en-Provence – e-mail: gdp@rainbird.eu. In addition, and in accordance with the Regulation, these persons have the right to contact the French Data Protection Authority ("CNIL") (whose contact details are available at <https://www.cnil.fr/fr/vous-souhaitez-contacter-la-cnil>), in the event that Rain Bird would not have responded to a request within one month following the issuance of such request. If necessary, this period can be extended by two months, given the complexity and the number of requests.

For more information on the privacy policy relating to the processing of personal data as well as the registration of cookies, the Participant is invited to consult on the Site, the Personal Data Protection Policy and Cookie Policy sections, also available via the following respective links: <https://www.rainbird.com/int/privacy-policy-globalnon-us>.

I) **Limitation of Liability and Release**

By participating in the Program (including redeeming Points and receiving gifts), the Participant agrees 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 gifts 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 gift, 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 these Rules, 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 gifts ("Suppliers") and does not endorse or guarantee any of the products or services offered by the Suppliers. All gifts 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.

m) Mediation, arbitration

Rain Bird and the Participant undertake to look for an out-of-court solution to any difference of opinion that may relate to the interpretation or performance of the Program or these Rules.

All disputes arising out of or in connection with the validity, interpretation, performance, non-performance or termination of these Rules shall be submitted to the CMAP (Centre for Mediation and Arbitration of Paris, Paris Chamber of Commerce and Industry - 39, avenue Franklin D. Roosevelt, 75008 Paris) Rules of Mediation and, in the event that no settlement is thereby reached, to the Paris Mediation and Arbitration Centre (**CMAP**) Rules of Arbitration, to which Rain Bird and the Participant undertake to adhere.

Rain Bird and the Participant agree that the mediation and the arbitration will take place in Paris, France, in English.

n) No Third-Party Beneficiaries: These Rules is for the benefit of Rain Bird and the Participant. No other person or entity has any rights under these Rules.

Update – October 2023