

## **Best Rewards<sup>SM</sup> Program Terms**

**IMPORTANT:** The following Program Terms (this “Agreement”) constitute a binding agreement for your participation in the Best Rewards Program (“Program”) and your use of the Best Rewards Program Website. PLEASE READ THESE PROGRAM TERMS CAREFULLY. THESE TERMS REQUIRE YOU TO ARBITRATE DISPUTES, WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF. By participating in the Program you signify your acknowledgment and assent to the terms and conditions of this Agreement including the documents referenced herein. If you do not agree to such terms, then you should not enroll or otherwise participate in the Program.

Do it Best can revise this Agreement at any time by updating this posting or otherwise providing notice to you (including online via the Program Website, via your Account, or via email or other contact method you have provided), and your use after such change signifies your acceptance of the changed terms. Please check these Program Terms periodically for changes.

- Description:** The Best Rewards<sup>SM</sup> Program is offered by Do it Best Corp. (“Do it Best,” “we,” or “us”) in conjunction with the independently owned and operated stores of its members (“Members”). The Program permits participants to earn points for eligible purchases (“Points”) and to redeem Points for “Reward Coupons.” Points, Reward Coupons, Member Offers, and all other Program benefits (collectively, “Program Benefits”) are subject to (a) the exclusions, conditions, and limitations specified in this Agreement and the Program Rules, (b) availability, and (c) the terms applicable to the particular Program Benefit. Individual participating Member stores may also set their own Point earning and redemption policies for the Program in connection with specific Member Offers as further detailed below. Such Member Offers and the Program Rules are subject to modification or cancellation at any time as provided herein. The Program is administered by EES Global, LLC dba Inte Q (“Administrator”) on behalf of Do It Best and the Member stores.
- Eligibility:** Each participant in the Program must be a legal resident of the United States (including the District of Columbia) or of any country with a Member store participating in the Program. Participants must be 18 years or older to participate. No purchase necessary. By enrolling in the Program, you are certifying that you meet all eligibility requirements.
- Enrollment:** There is no charge to enroll and participate in the Program. You can enroll online at [www.customerbestrewards.com](http://www.customerbestrewards.com) (the “Program Website”) or by submitting an enrollment form at a participating Member store and receiving a Best Rewards membership card (a “Program Card”) with your Best Rewards number. Information collected in the Program will be used by Do it Best and Members to tailor specific promotions based on spending habits. To access information regarding your participation in the Program you will need to create an account via the Program Website (an “Account”). Each Program participant is limited to a single Program Account, and we reserve the right to terminate duplicate Program Accounts. You are responsible for maintaining the confidentiality of your Account and password, and for all activities that occur under your Account or Program Card. You agree to notify us immediately if you become aware of any unauthorized activity. Please contact Customer Service with requests to replace your Program Card or for additional Program Cards. You are

responsible for the accuracy of the information you provide in connection with your Account. If your Account details are not updated and maintained accurately, you risk losing Program Benefits. Do it Best is not liable for any Program Benefits you fail to receive due to inaccurate or incomplete Account information. You may access and update your information and access your Program Account status, including Points accrued, by logging into Account on the Program Website or by contacting Customer Service.

4. **Designated Store.** Every Best Rewards participant has a participating Member store assigned to their Program Account ("**Designated Store**"). If you enroll in the Program at a participating Member store, that Member store will be your Designated Store. If you enroll in the Program online and do not make a purchase we will assign your Designated Store to our ecommerce platform, otherwise we will set your Designated Store to the applicable Member store associated with your ship-to address or where you make an in-store purchase. We may change your Designated Store based on your shopping habits, store participation in the Program, or other factors, including if your Designated Store ceases to participate in the Program. You may check the identity of your Designated Store by logging into your Account or by contacting Customer Service. You may also contact Customer Service to request a change in your Designated Store.
5. **Program Rules and Changes:** Program rules regarding earning Points, eligible purchases, the awarding of Reward Coupons and other Program terms and conditions ("**Program Rules**") are determined by us. We may provide additional Program Rules to you via postings, pop-up notices, links, or other means at the time that you access or use the relevant feature of the Program. In the event of a conflict between such terms and this Agreement, such specific terms shall control. We may in our sole discretion and without prior notice to you, alter, amend, clarify or cancel the Program or Program Rules at any time. Changes to the Program may include such things as: (a) the dollar amount a participant needs to spend to receive a Reward Coupon; (b) the number of Points awarded for purchases; (c) limits on the types, size or number of purchases eligible for Points; and/or (d) the period of time a participant has to redeem a Reward Coupon. Revisions can be made at any time by posting applicable information in store, on the Program Website or otherwise providing you notice using the contact information provided by you in connection with the Program, and your use of the Program Website or continued participation in the Program after such change signifies your acceptance of the changed terms. Any changes or updates will be effective immediately upon posting or notification. Please check this Agreement periodically for changes. Proof of Program membership may be required to take advantage of Program Benefits. A participant's Program membership, Account, Program Card, and Program Benefits are for the use of the named Program participant only and cannot be sold, shared, assigned, bartered, or otherwise transferred.
6. **Member Offers:** Members may elect to make special offers, bonus rewards, coupons, or promotions (collectively, "**Member Offers**") available to Program participants. Member Offers may not be offered or awarded to all Program participants, and are subject to the terms of the Member Offer. A Member may notify participants regarding Member Offers, including changes or termination to such offers, by posting applicable information in store, on the Program Website site or via notices sent using the contact information provided by you in connection with the Program. We or a Member may withdraw Member Offers at any time, with or without notice; provided, that Member Offers with a specified expiration date will, in the absence of error, fraud or other misconduct, remain

valid through such expiration date. See each Member Offer for any specific terms, limitations, and/or exclusions, including redemption terms and expiration dates.

7. **Earning Points:** You may earn 1 Point for each dollar spent on qualifying purchases online (including at [doitbest.com](http://doitbest.com)) and participating Member stores. Qualifying purchases do not include merchandise excluded from the Program, purchases required to be excluded by law, and sales at non-participating stores or sites. You must provide your Program Card or Program Account number at the time of purchase for Points to be awarded. Purchases prior to enrollment in the Program are not eligible. Points are earned based on eligible online and in-store purchases of products and services, excluding federal, state, and local taxes, discounts, coupons, shipping fees, service fees, finance charges, and Reward Coupon redemptions. A Member may, at its sole discretion, as part of a Member Offer provide additional Point bonuses in connection with certain transactions and/or promotions. The appropriate Points earned will be automatically deducted from your Program account balance if items are returned or refunded in connection with a qualifying purchase or as a result of credits, chargebacks or voided transactions.
8. **Point Balances:** Points will typically appear in your Account within 3-5 business days of the date of your qualifying purchase. Member Offers may have different timelines as specified in the applicable Member Offer. If you think there has been an error in crediting Points to your Program Account, you must contact Customer Service within thirty (30) days from the date the Points should have been awarded. You accept that our decision regarding the accumulation of Points is final and that the Point total shown in our records shall be deemed definitive and binding. We reserve the right to determine the Points to be awarded to you and to adjust or void Points at any time in accordance with Program Rules and this Agreement. We reserve the right to modify or discontinue any Program features or rules related to Point-earning at any time.
9. **Point Expiration.** Participants must remain active in the Program to retain the Points they accumulate. If you do not have Qualifying Activity for 365 consecutive days, all Points accumulated by you will be automatically forfeited. Any Qualifying Activity will keep your Points active for an additional 365 days from the completion of the Qualifying Activity. A “**Qualifying Activity**” is any activity in connection with the Program that accumulates or redeems Points. A Qualifying Activity occurs when Points post or are removed from your Account.
10. **Redeeming Points and Rewards:** For every 250 Points accrued, you will receive a Reward Coupon redeemable for \$5.00 off the purchase price of eligible merchandise. If you specify your birthday, you will also receive a \$5.00 Reward Coupon around your birthday. Points thresholds for Member Offers are as specified in the applicable Member Offer. Reward Coupons may also be subject to additional terms and conditions, which may be presented in the Program Rules or applicable Member Offer or otherwise in connection with the Reward Coupon. Once an applicable spending level is reached you will be issued a Reward Coupon. Reward Coupons can be redeemed at any participating Member store location or online and must be used by their expiration date or value will be forfeited. Points have no value outside the Program and may be used solely for the purpose of redeeming Reward Coupons. From time to time, rewards and spend levels will be updated in the Program. Please check the Program Website for the most up-to-date Point balance, reward info and Program Rules. Point balance adjustments are at our sole discretion. Digital and print versions of a Reward Coupon

constitute a single reward which may be redeemed only once. We may in our discretion suspend or terminate your Program Account and your participation in the Program, if you attempt to redeem any Reward Coupon more than once. Rewards can be applied toward the purchase of eligible merchandise only. Eligible merchandise excludes (without limitation): (a) taxes; (b) shipping; (c) gift cards; (d) services including rentals, in-store services, and extended warranties; (e) city stickers and other licenses and permits; (f) payments on account; and (f) previously purchased merchandise. Additional exclusions may apply - see the Program Website, Member Offer or a participating Member store for details. In some cases, we, or a Member, may (but are not obligated to) in our discretion permit redemption of Reward Coupons on excluded items. You are solely responsible for any federal, state, or local taxes and/or government fees that may be imposed in connection with the Program or your Program Benefits.

11. **Reward Coupon Expiration and Terms:** Reward Coupons expire 60 days from the date on which they are issued and available for redemption, except for Member Offers which may have different expiration terms – see the terms of the applicable Member Offer for details. You can obtain information regarding Reward Coupon expiration dates through your Account. No partial or fractional Reward Coupons shall be issued. Reward Coupons are valid for a single transaction only and any part of a Reward Coupon in excess of the transaction price (before tax) is forfeit with no change given. Reward Coupons are not replaced if eligible merchandise is returned. Reward Coupons are void if sold or exchanged for cash or other consideration or if received in violation of the terms and conditions in this Agreement. Reward Coupons have no cash value, are non-negotiable, and cannot be redeemed either in whole or part for cash. Reward Coupons do not constitute property of any participant and may not be brokered, bartered, attached, pledged, gifted, sold or transferred or used in violation of the terms and conditions of this Agreement. Reward Coupons from multiple Program accounts may not be combined and are not capable of being combined or transferred to any other type of program offering or reward. Void where prohibited.
12. **Program Website:** You may access the Program Website to view the status of your Account, check details of participation including Points and Reward Coupons, and verify and change contact information for the Program. You may also use the Program Website to view the current Program Rules and send inquiries regarding your Account or the Program Benefits. You are permitted to view, access and use the materials posted on the Program Website for your personal, non-commercial, reference and/or informational purposes only.
13. **Promotions and Program Communications:** You may receive transactional and/or promotional communications from us or your Designated Store by email and/or mail, including offers and information that are customized based on your purchases. If you do not wish to receive these messages, you can simply utilize the opt-out method detailed in the message, respond to any email that you do not want to receive any future offers, or contact Customer Service at the contact points specified below. Even if you opt out of receiving offers you will still receive messages regarding the operation of the Program, including your Program Account activity and Reward Coupons.
14. **Privacy:** Please see our [Privacy Policy](#) (found [here](#)) for information regarding the collection and use of personal information in connection with the Program and the Program Website (such information includes details regarding your purchases and transactions with us, our affiliates and Members). ***By enrolling in Best Rewards and/or***

***using your Best Rewards number you acknowledge and agree that your personal information will be used and shared with Members as provided in this Agreement and the Privacy Policy, and may be used by Members in accordance with their own privacy policies, including for their own marketing and business purposes, and (b) you consent to the transfer to and processing and use of your personal information by us and such Members.***

15. **Termination and Adjustment:** You may terminate your Program Account at any time by contacting Customer Service or using any functionality provided through the Program Website. We reserve the right, in our sole discretion, to adjust or void your Program Benefits, including Points and Reward Coupons, and/or to suspend, revoke, or cancel your Program Account at any time, with or without notice, if we determine, in our sole discretion, (i) that you are ineligible for the Program; (ii) that you have violated the Program Rules or this Agreement or the spirit of the Program; (iii) that you have provided false information to us, our affiliates or Members; (iv) that you have engaged in illegal or fraudulent conduct or conduct that is dangerous, deceptive, improper, or objectionable; (v) if it is advisable to protect the interests of us, our Members, employees, customers, Program participants, or any third party; or (vi) for any other reason we deem appropriate, including in the event of actual or suspected (a) human or technical errors; (b) technical disruptions; or (c) misconduct, fraud, or other activity that impairs the administration, security, integrity, or proper use of any Program Benefits. In the event we cancel the Program, your Program Account will automatically terminate upon the effective date of Program cancellation. Upon termination of your Program Account for any reason, your membership in the Program terminates and all Program Benefits, including Points and Rewards, are voided. The provisions of Sections 15-20 and any other provisions contained herein which by their nature or effect are required or intended to be observed after termination of this Agreement or the Program will survive the termination and remain binding.
16. **Disclaimer:** Do It Best, its Members and affiliates and the Administrator (collectively the “**Program Parties**”) do not warrant that the Program or the Program Website will be error-free or that defects will be corrected. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM WEBSITE AND THE PROGRAM AND ALL INFORMATION, CONTENT, PRODUCTS, SERVICES AND PROGRAM BENEFITS RELATED THERETO ARE PROVIDED “AS IS” AN “AS AVAILABLE.” THE PROGRAM PARTIES DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR DO THEY IN ANY WAY GUARANTEE THE QUALITY, DATA CONTENT, ARTISTIC WORTH, OR LEGALITY OF INFORMATION, CONTENT, PRODUCTS, SERVICES OR PROGRAM BENEFITS THAT ARE MADE AVAILABLE OR OBTAINED BY WAY OF THE PROGRAM WEBSITE OR THE PROGRAM. THE PROGRAM PARTIES DO NOT WARRANT THAT THE PROGRAM WEBSITE OR THE PROGRAM WILL BE ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.
17. **Limitations of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROGRAM PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING FROM THIS AGREEMENT, THE PROGRAM, THE PROGRAM

BENEFITS OR THE USE OF, OR INABILITY TO USE, THE PROGRAM WEBSITE OR THE PROGRAM BENEFITS, OR FROM ANY COUPONS, INFORMATION, CONTENT, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM OR THE PROGRAM WEBSITE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF THE PROGRAM PARTIES FOR ANY CLAIM OF ANY KIND, WHETHER BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PROGRAM, THE PROGRAM BENEFITS, THE PROGRAM WEBSITE OR THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ENROLLING IN THE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

18. **Mandatory Arbitration and Class Action Waiver:** YOU AGREE TO THE FOLLOWING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS:

- (a) **Mandatory Arbitration.** You and Do it Best agree to resolve any claims arising out of or relating to this Agreement or the Program or Program Benefits, regardless of when the claim arose (a “**Dispute**”), through final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the “**Rules**”) and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Disputes shall be heard by a single arbitrator, unless the claim amount exceeds \$1,000,000, in which case the Dispute shall be heard by a panel of three arbitrators.
- (b) **Procedures.** The arbitration will be conducted by telephone, based on written submissions, video conference, or in person in Fort Wayne, Indiana (or another mutually agreed location), in accordance with the Rules. The arbitration and this Agreement shall be governed by the laws of the State of Indiana, without giving effect to any principles of conflicts of law. or n. Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so.
- (c) **Exceptions.** Nothing in this Agreement requires arbitration of the following Disputes: (i) individual Disputes brought in small claims court; and (ii) injunctive or other equitable relief to stop unauthorized use or abuse of the Program or Program Benefits or intellectual property infringement.
- (d) **No Class Actions.** We each agree to bring Disputes on an individual basis only, and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a Dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action,

proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.

19. **Severability:** If any part of this Agreement is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class or representative arbitration to be brought under Section 18 then Section 18 will be unenforceable in its entirety. Nothing in this section will be deemed to waive or otherwise limit the right to seek public injunctive relief or any other non-waivable right, pending a ruling on the substance of that claim from the arbitrator.
20. **General:** The terms of this Agreement, including any applicable Program Rules and the Privacy Policy which are both hereby incorporated herein, represent the entire understanding relating to the Program and the use of the Program Website and prevail over any prior or contemporaneous, conflicting or additional communications. Any unauthorized access, modification or change of any information, or any interference with the availability of or access to the Program Benefits or Program Website is strictly prohibited. The Program Parties reserve all legal rights and remedies available to them and these terms shall in no way be deemed a limitation or waiver of any other rights a Program Party may have. Specific areas or pages of the Program Website, as well as Member Offers and Program Rules, may include additional or different terms relating to the Program or the rights or obligations of you or the Program Parties. In the event of a conflict between such terms and this Agreement, such specific terms shall control. Any reference to the term "including" means "including, without limitation."
21. **Customer Service:** Questions or concerns regarding the Program or your Account should be directed to Customer Service using the contact points below:

Do it Best Corp.  
Attention: Retail Programs Department  
Phone: 260-748-5456  
Fax: 260-748-5664  
Email: [rewards@doitbest.com](mailto:rewards@doitbest.com)