

IDEAL Champions Club™ Loyalty Program Terms and Conditions

Updated 2/10/2022

The IDEAL Champions Club Loyalty Program (“Program”) is a free membership brought to you by IDEAL Electrical, a division of Ideal Industries, Inc. (“IDEAL” “we,” “us,” “our,” “ours,”). These terms and conditions (“Agreement”) govern the Program and our respective rights and obligations. Your enrollment, participation, or use of any membership or related benefits in the Program (“Membership”) is deemed as an acceptance of this Agreement, and subjects you (“you,” “your,” “yours,” “Member”) to the provisions of its terms and conditions, as amended from time to time and as published at <https://www.idealind.com/us/en/champions-club.html>.

1. ELIGIBILITY

Program membership is open to residents of the United States and Canada who are 18 or older.

2. BENEFITS

The Program entitles Members, at IDEAL’s sole discretion, to receive exclusive coupons, rewards, special offers, and other Membership benefits offered by IDEAL. All benefits, coupons, rewards, special offers, and other savings received are treated as discounts for tax purposes when required by law. Your Membership is valid in the United States and Canada. IDEAL Electrical may award IDEALCash™ to Members, or to any subset of Members, from time to time. IDEAL Electrical may sponsor sweepstakes, contests, or other promotions. Members may be eligible to participate in such events, which shall be subject to its own terms and conditions. Some promotions may offer Members an automatic entry with each use of their account number, while others may require Member opt-in to participate in the promotion. Members will be notified of upcoming promotions via email and/or SMS. Members are eligible to receive special gifts and rewards at the Sponsors’ discretion.

3. LIMITATIONS

Membership accounts, benefits, coupons, special offers, and rewards (i) are non-assignable, (ii) nontransferable, except to a new membership account for the same member in the case of a lost or stolen account number, (iii) are not gift cards or gift certificates, (iv) may not be offered for resale, and (v) are not redeemable for cash under any circumstance unless required by law. Accumulated rewards do not constitute property of the Member, nor are they transferable by the Member upon death, as part of a domestic relations matter or otherwise. IDEALCash™ may not be used toward the purchase of IDEAL Electrical gift certificates.

4. MEMBER COMMUNICATIONS

By enrolling in the Program, Members agree to receive advertising, marketing materials and other Program communications. Members will be asked to provide a valid email address, name, and other contact information in order to receive benefits and reward notifications. We may request proof of identification and age to verify (A) your eligibility for Program Membership, (B) Membership participation, (C) your compliance with this Agreement, and (D) for receipt of any reward or other Member benefit. We cannot assume any, and disclaim all, liability for any correspondence, that is lost, delayed or misdirected.

By providing IDEAL with your mobile telephone number for promotional purposes, you agree to receive offers through autodialed SMS (text) messages from IDEAL. Recurring messaging and frequency may vary. Message and data rates may apply. To quit, text “STOP” to any text message you receive. If you reply “STOP,” IDEAL may send you an additional message confirming your “STOP” request. Text messages may not be available on all mobile carriers. If you sign-up for additional mobile programs in connection with the Program, you may receive additional messages in connection with such program. The information provided by the Member is subject to and will be handled according to IDEAL’s Privacy Policy, available at <https://www.idealind.com/us/en/privacy-policy.html>.

5. MEMBERSHIP CANCELLATION

We reserve the right to suspend or terminate a Membership, including any associated accounts and any and all Member benefits, coupons, rewards and special offers, without notice, in our sole discretion, including, without limitation, violation of this Agreement or fraudulent, illegal, immoral or indecent behavior by a Member. Membership is intended for individual use only, and is not available to organizations, legal entities, or groups such as, but not limited to businesses, churches, daycare, non-profits, etc. Examples of fraudulent behavior that may result in Membership cancellation include without limitation (1) using another party’s personal information in connection with this Membership; (2) posting Member directed promotional offers or coupons to public websites; (3) counterfeiting awards or IDEALCash™ or other promotional materials or (4) engaging in any other act intended to, or having an effect, to deceive, misrepresent, confuse or mislead (5) using the Program for profit. In the event of any such cancellation by IDEAL, in addition to other remedies available under applicable law, all Member benefits accrued under the Program (including coupons, rewards, special offers and IDEALCash™) will be forfeited and Member will be disqualified from any current or future participation in IDEAL promotions.

In connection with the enforcement of any provision of this Agreement governing the Program, IDEAL reserves the right to take appropriate legal action as it deems necessary and will be entitled to recover damages, attorneys’ fees and court costs as allowed by applicable law.

Members have the right to cancel their Membership at any time. Members may cancel by e-mailing their cancellation request to Nationals@idealindustries.com.

Memberships may be closed and/or coupons or IDEALCash™ reverted due to any type of computer or technical issues that may arise. This would include any type of electronic malfunctions or human error on behalf of IDEAL Electrical employees and agents. IDEAL Electrical will, to the best of its ability, attempt to later fix any accounts that were closed due to any of these reasons and reapply any coupons existing at the time the issue arose.

6. RETURNS

For our return policy, please see our Terms and Conditions of Sale, which are incorporated by reference and made a part hereof, located at <https://www.idealind.com/us/en/terms-of-sale.html>.

7. IDEAL CHAMPIONS CLUB MEMBERSHIP PROGRAM - MEMBERSHIP FEE

The annual Membership fee for the IDEAL Champions Club Loyalty Program tier is \$0. IDEAL Champions Club Loyalty Program Members may cancel membership at any time as described above.

8. DISCLAIMERS; LIMITATION OF LIABILITY

USE OF THE PROGRAM AND ANY OF ITS ASSOCIATED BENEFITS IS AT MEMBER'S SOLE RISK. THE MEMBERSHIP BENEFITS ARE PROVIDED ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. IDEAL INDUSTRIES, INC. AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "MEMBERSHIP PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT WILL MEMBERSHIP PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OR RELATED TO THE PROGRAM. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT OF A PURCHASE OR BENEFIT THAT IS THE SUBJECT OF THE DISPUTE. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT OF THE LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP OR THE PROGRAM. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR MEMBERSHIP PROVIDER'S GROSS NEGLIGENCE, INTENTIONAL MALICIOUS CONDUCT OR FRAUD.

9. BINDING ARBITRATION

Any controversy or claim arising out of or relating to this Agreement (including any breach hereof) or the Program shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude IDEAL from seeking any injunctive relief in State or Federal courts for protection of its intellectual property rights (including such rights of its licensors) or respecting the continuing operations of the Program to other individuals. YOU UNDERSTAND THAT BY AGREEING TO THIS PROVISION, YOU AND IDEAL ELECTRICAL ARE WAIVING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

10. ACKNOWLEDGMENT

This Agreement, together with all other application terms and conditions related to any promotional offers provided to you through the Program, represents the entire agreement between IDEAL Electrical and any Member of the Program with respect to the Program and supersedes any other agreements, statements, or representations. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms. Any failure or delay by IDEAL in enforcing compliance with this Agreement shall not operate as a waiver or impair any right, power or remedy under this Agreement.

11. CHANGES TO AGREEMENT/TERMINATION OF PROGRAM

IDEAL may, at its discretion, change the terms of this Agreement, our Privacy Policy, or any aspect of the Program, at any time without notice or liability by posting a revised Agreement on the Program website located at <https://www.idealind.com/us/en/champions-club.html>. Members are responsible to check for any updates. If any changes to these terms are found to be invalid or unenforceable for any reason, the change is severable and does not affect the validity or enforceability of the remaining terms and conditions. Any change shall take effect immediately upon posting, unless otherwise provided, and will apply to all Members, including Members enrolled before the update, except as may be prohibited by law. WE

RESERVE THE RIGHT TO CHANGE OR TERMINATE THIS PROGRAM, IN WHOLE OR IN PART, AT ANY TIME WITHOUT NOTICE, EVEN THOUGH CHANGES MAY AFFECT REWARDS AND BENEFITS EARNED BEFORE SUCH CHANGES. AT OUR ELECTION, WE MAY MAINTAIN MEMBERSHIP BENEFITS UNTIL EXPIRATION OF SPECIAL OFFERS AFTER THE TERMINATION OF THE PROGRAM. BY CONTINUING YOUR ENROLLMENT, PARTICIPATION OR USE OF ANY MEMBERSHIP BENEFITS AFTER THE CHANGES ARE IN EFFECT, CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY PROGRAM CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

12. GOVERNING LAW

This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles.