Eligibility

This rebate offer is ONLY available to Industry Contractors/Trade Professionals, who are over the age of 18, are US residents, reside in, and purchase eligible NDS products from authorized distributors in Florida, Georgia, and Texas. This rebate offer is NOT available to non-trade professionals, homeowners, or the general public.

Eligibility for the Program is determined in the Sponsor's sole discretion. The Program is subject to all applicable local, state, and federal laws and regulations and is void where prohibited. Earning and redeeming Program rebates ("Rebates") is contingent upon fulfilling all requirements set forth herein.

Rebate Program Access

To access the online rebate site, go to: www.ndsrebate.com

Program Registration

First time participants are required to Register online to participate in the program. Required information includes first and last name, company name, company mailing address, email address, telephone number and date of birth. Participant must also read and agree to Terms & Conditions, read and agree to the NDS privacy policy, and answer several marketing questions.

Each Registrant will be subject to review and approval to participate by the sponsor and shall be subject to the terms and conditions of the rebate program.

Participants will receive an email confirming or denying their approval to participate in the program.

Rebate Promotion Period

Eligible product purchases must be made between March 15, 2024 – June 15, 2024, and submitted online no later than July 15, 2024.

The Sponsor's computer is the official time keeping device of the Promotion.

Eligible Products

<u>Click here</u> to view a complete list of rebate eligible NDS products.

Earning Rewards / Eligible Purchases

Earn \$50 for every \$500 of eligible NDS product purchased, up to \$250 in total rebates. Participants may submit multiple invoices during the promotion.

<u>Purchases must be made in-store from authorized distributors located in Florida, Georgia, and</u> <u>Texas. Online purchases are not eligible.</u>

Note: If a participant submits a total of \$750 in eligible invoices, the participant will receive a \$50 rebate for the first \$500 in purchases submitted. The remaining \$250 will be "banked" and held in the participants account and combined with subsequent invoice(s).

Participants do not earn rebates for any money spent on taxes, fees, shipping, delivery, restocking fees, or discounts applied to a purchase, or for products that are returned by the participant. Sponsor, in its sole discretion, will determine whether a purchase qualifies for a rebate in the promotion and the rebate amount.

Submitting Your Rebate

Approved participants can submit their rebate invoice(s) by accessing the rebate site at <u>www.ndsrebate.com</u> and providing the following information:

- 1. Distributor State (FL, GA, TX), the state where eligible NDS product(s) were purchased.
- 2. Invoice/Receipt Number, Invoice/Receipt Date.
- 3. Upload a photo or image of the Invoice/Receipt. (see *Proof of Purchase Requirements* below)

The participant will receive an email confirming receipt of their rebate submission.

After the above is received, a member of the invoice processing team will complete the submission using information from the distributor invoice or sales receipt.

Once the invoice is approved or denied, the participant will receive an email with this information.

Proof of Purchase (POP) Requirements

All POPs must be system generated documents, such as a distributor invoice or sales receipt, and must contain the following information printed on the document:

- 1. Store (Distributor) where purchased, including address, city, state, zip.
- 2. Purchase date, including the year.
- 3. Description of eligible / qualifying products purchased.

Please circle each NDS product being submitted on the receipt.

- 4. Quantity of each eligible item purchased.
- 5. Total price paid for eligible / qualifying products purchased.
- 6. Show that purchase was "Paid" / "Paid In Full".

Failure to provide the above-listed information may result in the delay or denial of the rebate.

There is a LIMIT OF 1 INVOICE/RECEIPT per rebate entry. Invoice/receipt must be uploaded at the time of rebate invoice submission.

Note: When uploading receipt/invoice, acceptable file types include: .jpg, .jpeg, .gif, .png, and .pdf. Max of 10 files (images/photos) may be uploaded per invoice. Max file size is 5mb per uploaded file.

Purchase orders, sales quotes or estimates, sales reports, packing slips, pick tickets, credit memos, or similar paperwork are NOT acceptable formats for proof of purchase.

Rebate Issuance

Participants will be emailed a Virtual Prepaid Mastercard® (after any discounts are applied and before any taxes (federal, state or local taxes), shipping, delivery, or other fees or charges are applied) for all approved rebate entries.

If a participant enters multiple entries throughout the rebate promotion period, participant may be issued multiple Virtual Prepaid Mastercards.

Note: Rewards are nontransferable and cannot be conveyed by any means to anyone, including through a participant's estate or to a participant's successors or assigns.

Maximum Rebate

There is a maximum of \$250 in rebates per approved participant. Approved participants may submit multiple rebate entries during the rebate promotion period, however a maximum of \$250 in total rebates will apply and no rebates will be paid above that amount.

Additional Rebate Terms and Conditions

Rebates will be issued to eligible contractors located in Florida, Georgia or Texas based upon the verifiable information provided on the registration form. Homeowners or the general public are not eligible to participate or receive rebates.

Invoice must show the date of purchase, item ID/model #/SKU, product description, quantity purchased, the purchase price and proof that purchase was "Paid" or "Paid In Full". Failure to provide this information may result in the delay or denial of the rebate.

All sales receipts/invoices must be dated March 15, 2024 – June 15, 2024.

All rebate entries must be entered into the online rebate application by July 15, 2024.

Please allow 2 - 4 weeks for your rebate to be processed, and an additional 7 - 10 business days for delivery of your virtual rebate card via email.

IMPORTANT. If you have questions about this program or your submission(s), email <u>NDSRebate@premierbus.com</u>. Sponsor is not responsible for lost, late, damaged, illegible, or misdirected submissions. This offer is only available to customers with mailing addresses in Florida, Georgia or Texas. This offer is void where taxed, restricted, or prohibited by law. Excessive or false submissions constitute fraud and may result in prosecution. Sponsor reserves the right to modify this program or terminate it at any time with or without notice.

Card is issued by Pathward®, N.A., Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. No cash access or recurring payments. Card valid for up to 6 months, funds do not expire and may be available after card expiration date, fees may apply. Card terms and conditions apply.

By participating in the Rebate program, you agree to be bound by these Terms and Conditions and any amendments or modifications thereto, and you agree to Sponsor's Privacy Policy.

RELEASE. By participating in the Program, the Participant agrees to release and hold harmless Sponsor and its respective subsidiaries, affiliates, suppliers, distributors, promotion and advertising agencies, and Rewards suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (the "Released Parties") from and against any invoice or cause of action arising out of participation in the Program or receipt or use or misuse of any Rewards as well as from invoices or actions based on copyright or intellectual property infringement, misappropriation, publicity rights, defamation and/or invasion of privacy.

LIMITATION OF LIABILITY. The Released Parties are not responsible for: (a) lost, interrupted. inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of this rebate program; (b) failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware, software or technical malfunctions, failures or difficulties; (c) errors of any kind relating to or in connection with the Program, whether human, mechanical, clerical, electronic, or technical in nature, including, but not limited to, errors which may occur in connection with the administration of this Program, the processing of invoices, the announcement or notification of any rebate or the cancellation of this Program; (d) damage to a user's system occasioned by participation in this Program or downloading any information necessary to participate in this Program; (e) incomplete, illegible, misdirected, damaged or lost entries; or (f) failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Program. If the Program website goes down for any reason or if Sponsor is unable to accept entries. Released Parties are not responsible, but Sponsor will make a good faith effort to remedy the problem as quickly as possible or Sponsor may terminate this Program. By participating in the Program, you waive the right to invoice any punitive, consequential, incidental, special, exemplary, or indirect damages of any kind and any and all rights to have damages multiplied or otherwise increased.

GENERAL CONDITIONS. In the event of a dispute as to the identity of an online participant, the authorized account holder of the email address used at time of account registration, will be deemed to be the entrant, but only if such person meets all other eligibility criteria. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right at its sole discretion to disgualify any individual who tampers or attempts to tamper with the entry process or the operation of the Program website; violates the Terms & Conditions; acts in a disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person; or any person whom Sponsor suspects has engaged in the foregoing. Sponsor reserves the right to cancel, terminate or modify the program if it cannot be completed as planned for any reason, including for infection by computer virus, bugs, tampering, unauthorized intervention, technical failures, or corruption of any sort. In the event of any conflict with any program details contained in these Terms & Conditions and program details contained in promotion materials (including but not limited to point of sale, internet, television and print advertising, promotional packaging, and other promotion media), the details of the program as set forth in these Terms & Conditions shall prevail.

DISPUTE RESOLUTION. All participants consent to the jurisdiction and venue of the State of Indiana, USA for the resolution of any and all disputes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions, or the rights and obligations of participants and Sponsor in connection with the program, shall be governed by, and construed in accordance with, the substantive laws of the State of Indiana without regard to the conflicts of law principles thereof. As a condition of participating in the program, except as prohibited by law, participant agrees that: (1) under no circumstance will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this program, or any rebates awarded,

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shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply.

FORCE MAJEURE. Sponsor shall not be liable nor deemed to be in default for any delay or failure to perform deemed to the result, directly or indirectly, from any cause beyond the reasonable control of Sponsor, including, without limitation, acts of civil or military authority or public enemy, civil disturbance, terrorism, acts of God such as fires, floods, tornados, hurricanes or earthquakes, strikes, lockout or actions of labor unions, inability to reasonably procure labor, equipment, materials or supplies in the open market, failure of transportation, mechanical breakdown, or regulatory delay or restraint. Without limiting the generality of the foregoing, specifically included as force majeure events are epidemic or pandemic threats and guidelines and advisories in respect thereto, whether recommended by the World Health Organization, the Centers for Disease Control, or any governmental or local health authority having jurisdiction, pursuant to which Sponsor determines to suspend all or a part of its operations for the health and safety of its employees, contractors or the community at large.

PRIVACY POLICY. To see how Sponsor may use personal information obtained in connection with this Promotion, see Sponsor's Privacy Policy at <u>https://www.ndspro.com/privacy-policy</u>

Sponsor: NDS, 851 N Harvard Ave, Lindsay, CA 93247

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