

## **GAF REWARDS SUPPLEMENTAL TERMS**

Last updated: January 14, 2022

These GAF Rewards Supplemental Terms (these “**Supplemental Terms**”) apply to the GAF Rewards Program (“**GAF Rewards**” or the “**Program**”) offered by GAF Materials LLC d/b/a GAF (“**GAF**”) pursuant to which you can receive GAF Rewards Points (“**Points**”) by purchasing certain qualifying GAF products as described herein. The Supplemental Terms form part of the General Terms and Conditions (the “**General Terms**”). These Supplemental Terms and the General Terms may be found in the GAF Legal Documents section of the Document Library in the GAF Partner Portal.

It is important that you carefully read and understand the terms and conditions of these Supplemental Terms. By clicking the “AGREE” button, or using any other mechanism to agree to these Supplemental Terms, or by accessing, using, or participating in the Program, effective immediately you are bound by and agree to comply with these Supplemental Terms and you affirm your prior agreement to the General Terms. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE SUPPLEMENTAL TERMS, YOU ARE NOT AUTHORIZED TO CLICK THE “AGREE” BUTTON, OR OTHER MECHANISM, OR TO ACCESS, USE, OR PARTICIPATE IN THE PROGRAM.

Capitalized terms used in these Supplemental Terms and not otherwise defined shall have the same meanings as set forth in the General Terms.

### **1. GENERAL**

1.1 Each Superuser and other Users authorized by a Superuser will have access to your GAF Rewards Program account (“**your Program Account**”). Your Superusers determine which of your Users have authority to submit a claim for Points, redeem Points and make Program related decisions on your behalf. In no case is GAF responsible for any accidental or unauthorized redemption of Points, or any other use or misuse of your Program Account.

1.2 You are responsible for determining whether your participation in the Program and receipt of Program benefits, such as receiving Points and redeeming Points, are permitted under applicable laws, rules, regulations, and employer policies that may apply to your participation in the Program and receipt of Program benefits. GAF assumes no responsibility or liability for any participant’s failure to comply with such laws, rules, regulations, and/or employer policies.

1.3 All federal and state income tax and other tax liability resulting from your participation in the Program and/or receipt of Program benefits, such as receiving Points and redeeming Points, is your sole responsibility.

1.4 The Program is void where prohibited by law.

1.5 Only one Program Account per company is permitted.

### **2. ELIGIBILITY**

2.1 The Program is open to professional roofing contractors, builders, and remodeling companies with a legal place of business in one of the 50 United States or the District of Columbia.

2.2 Employees of GAF, its affiliates, and companies owned by employees of GAF or its affiliates are not eligible to participate in the Program.

2.3 Without limiting the foregoing, distributors and retailers of GAF products and their employees are not eligible to participate in the Program.

2.4 All eligibility determinations for the Program will be made by GAF in its sole discretion.

**3. QUALIFYING PRODUCTS.** A complete list of qualifying GAF products is available at [gaf.com/rewards](http://gaf.com/rewards). Qualifying products may change from time to time, and it is your responsibility to review the list of qualifying products before you make a purchase.

**4. EARNING POINTS; SUBMITTING CLAIMS FOR POINTS; SPECIAL PROMOTIONS**

4.1 You can earn a standard percentage back in the form of Points for every U.S. dollar you spend on purchases of qualifying GAF products, excluding sales tax, shipping and handling fees, discounts, returns and refunds. Points earned for a qualifying purchase that is returned or cancelled may be deducted from your Program Account. The standard percentage back in Points that you can earn is available at [gaf.com/rewards](http://gaf.com/rewards). The percentage may change from time to time, and it is your responsibility to review the percentage before you make a purchase.

4.2 To submit a claim for Points, a User authorized to submit claims for Points must login to your Program Account, click on the “Submit Invoice” tab and follow the instructions for submitting a claim. GAF may provide alternative methods for submitting claims for Points at its discretion. GAF normally will attempt to post Points to your Program Account within ten (10) weeks from the date that a claim is received, if the claim is approved. If a claim is not approved, a Superuser and/or another User may receive notification via email. Always keep proof of purchase for your records.

4.3 From time to time, we may offer you the opportunity to earn bonus Points through special promotions (each, a “**Special Promotion**”). Special Promotions offered in connection with the Program are subject to additional terms and conditions (“**Special Promotion Terms**”). Such Special Promotion Terms shall form part of these Supplemental Terms for all purposes of such Special Promotion. To the extent that there is any conflict between Special Promotion Terms and another portion of these Supplemental Terms, the Special Promotion Terms will control in any matter relating to the applicable Special Promotion.

4.4 POINTS DO NOT CONSTITUTE PROPERTY OF YOURS OR OF ANY USER. POINTS HAVE NO CASH VALUE. POINTS MAY NOT BE BOUGHT, SOLD, AUCTIONED, TRADED, BARTERED, COMBINED, ASSIGNED, CONVEYED, OR TRANSFERRED, UNLESS EXPRESSLY AUTHORIZED BY GAF IN ITS SOLE DISCRETION.

**5. REDEEMING POINTS; REWARDS**

5.1 To redeem Points, a User authorized to redeem Points must login to your Program Account, click on the “Redeem Points” tab and follow the instructions for redeeming Points. GAF may provide alternative methods for redeeming Points at its discretion. Points may be redeemed for a variety of reward options (“**Rewards**”), which may include gift cards and reloadable prepaid cards, in all cases, subject to availability. Delivery times vary. Rewards may be subject to additional terms and conditions. Any applicable sales/use taxes, fees, surcharges, and shipping and handling fees are your responsibility.

5.2 You must have the number of Points required for the Reward selected at the time of redemption. Redeemed Points will be deducted from your Program Account at the time of redemption. All redemptions are final.

5.3 The User redeeming Points is responsible for providing accurate email, contact, and shipping information for shipment of the Reward. Rewards will only be shipped to an address in one of the 50 United States or the District of Columbia. GAF is not responsible for replacing lost, stolen or damaged Rewards.

5.4 The Rewards provided by participating merchants or third party service providers, the quality and performance of such Rewards, the acts and omissions of such participating merchants and third party service providers, and your relationship with such participating merchants and third party

service providers are “Specified Subjects,” and all participating merchants and third party service providers are “Third Party Providers,” respectively, under the General Terms. The participating merchants and third party service providers are not affiliated with GAF and are not sponsors or co-sponsors of the Program. All participating merchant and third party service provider names, logos, and marks are used with permission and are the property of their respective owners.

## **6. CREDIT AND DEDUCTION OF POINTS**

6.1 You are responsible for ensuring that Points are properly credited to and deducted from your Program Account. Any claim for Points not credited to your Program Account must be received by GAF within six (6) months of the date on which the relevant claim was submitted. Any claim for Points incorrectly deducted from your Program Account must be received by GAF within six (6) months of the date on which the Points were deducted. GAF will review such claims and will determine in its sole discretion if Points were not credited to or were incorrectly deducted from your Program Account. GAF reserves the right to require information such as copies of claims submitted, proof of purchase or any other information that GAF deems relevant. If GAF determines in its sole discretion that it failed to credit Points or incorrectly deducted Points from your Program Account, your sole and exclusive remedy shall be us issuing to your Program Account the Points not credited to or incorrectly deducted from your Program Account, if your Program Account still is open.

6.2 GAF reserves the right to deduct Points from your Program Account at any time if it determines that Points were improperly credited to your Program Account.

**7. CANCELLATION OF POINTS.** If you do not receive or redeem Points for eighteen (18) consecutive months, all Points in your Program Account may be cancelled and forfeited without notice and without any obligation or liability by GAF.

**8. AUDIT.** GAF may audit your Program Account and/or any claim submitted at any time to ensure compliance with the Agreement. GAF may require additional information from you or any User to verify a claim. GAF may delay the processing of a claim or suspend your Program Account pending completion of an audit.

**9. CLOSING YOUR PROGRAM ACCOUNT.** If you no longer wish to participate in the Program, please call 877-423-7663, Option 2 or email [gafrewards@gaf.com](mailto:gafrewards@gaf.com). If you close your Program Account, all Points in your Program Account will be cancelled and forfeited without any obligation or liability by GAF.

**10. TERMINATION FROM PROGRAM.** If GAF determines in its sole discretion that you or any User violated the Agreement, engaged in fraudulent activity or attempted fraudulent activity, misused the Program in any way, engaged in conduct detrimental to GAF in any way (collectively, “**Prohibited Conduct**”), or if you do not earn or redeem Points for eighteen (18) consecutive months, GAF may terminate you from the Program immediately without notice. GAF reserves the right to pursue any other remedy permitted by law or in equity if you or any User engaged in Prohibited Conduct, including, without limitation, requiring you to pay GAF for any Rewards that were improperly redeemed. Subject to applicable law, GAF also reserves the right to terminate you from the Program for convenience by providing at least three months’ notice to you. Upon your termination from the Program for any reason, all Points in your Program Account will be cancelled and forfeited without any obligation or liability by GAF.

**11. TERMINATION.** These Supplemental Terms shall remain in full force and effect and continue until they (or the Agreement generally) or your participation in the Program is terminated or cancelled as provided in these Supplemental Terms or the General Terms. Sections 1.2, 1.3, 2.4, 4.4, 6, 7, 8, 10 and 11 survive termination of these Supplemental Terms.