

Program Rules

1. PROGRAM ELIGIBILITY

This program is open by invitation only to Guardian Building Products (GBP) customers who are legal residents of the fifty (50) United States, eighteen (18) years of age or older. Void where prohibited by law. Participation in the Program is free. Participation in the Program, any Guardian PLUS Points ("Reward Points") earned, or any other related Program benefits are not transferable and may not be combined or merged among other participant accounts.

As part of the 2015 program changes, all customers must enroll/activate their account online to be eligible to EARN points. To enroll in the program, the customer must provide company name, first name, last name, mailing address, phone number and email address. All such customers that enroll in the program are referred to as Participants throughout this document.

GBP PLUS Points are awarded to the company. It is the company's responsibility to be in compliance with IRS regulations regarding redemptions and all other aspects of the program.

2. PROGRAM DATES

The Guardian PLUS Points program will begin accruing for activity as of January 1, 2015. Management reserves the right to terminate this program at any time, without notice. Upon termination of the program, Participants will have 90 days after the end of the program to redeem points for merchandise.

3. ACCOUNT PROFILE

Access/Change Account Information - Participants must keep their personal information up-to-date by visiting the website or contacting the PLUS Team at Guardianplus@rewardtrax.com or 1-800-213-9066.

Each Participant is responsible for notifying the Guardian PLUS Point team of any security breaches involving the issued USER ID and/or PASSWORD to the online Catalog Redemption website. If a Participant wishes to enable others in their company to access and redeem, notice must be provided to the Guardian PLUS Points team in writing on company letterhead and signed by an owner or principal officer of the company. Only with proper notice will the Guardian PLUS Points team issue a USER ID to additional authorized users of the www.guardianpluspoints.com website.



4. PROGRAM RE-LAUNCH TRANSITION & POINT TRANSFER

This applies ONLY to customers who have already ACCESSED their current online account and logged in. Customers who have not logged into their account in over 12 months are not eligible to transfer point balances

- 1. Customer activates new account
- 2. Current points are recalculated to new point value
- 3. Activation bonus is applied to new point total
- 4. Total point balance is uploaded to new activated account

All accounts must be activated by March 31, 2015 to be eligible to transfer their point balance.

5. EARNING POINTS

Participants earn 2 points for every \$1 in qualified purchases. Points are awarded on a monthly basis. Points are calculated after applying (i) first, any rebates or discounts and (ii) second, freight or 15% administrative fee applicable to the purchase that earned the points.

Bonus points are not calculated at the same \$1 ratio and are at the discretion of GBP.

Points are awarded after an order has been invoiced to the customer.

A Participant's account must be current in order to maintain or redeem points. This does not mean that the company must have a zero balance, just that the company is within payment terms. A Participant's must be in compliance with payment terms within the previous 90 days to redeem points. A Participant will forfeit all of its points if (and as of the date) it has failed to pay in accordance with terms GBP make available to it.

Points are awarded and maintained on a per-Participant basis and totals will include points earned by all locations of a particular Participant.

GBP reserves the right to suspend accrual of points when an alternate promotion is offered where Participants have the opportunity to earn awards or merchandise.

6. POINT EXPIRATION



Participants must have a qualifying purchase from GBP once every 6 months in order to retain their Rewards Points. If a Participant does not have a qualifying purchase during any 6-month period, all Rewards Points in the Customer's such Participant's account will expire. Making a qualifying purchase extends the expiration date of all unexpired Rewards Points in a Participant's account for 6 months from the date of the qualifying purchase. A qualifying purchase is a purchase for which a Participant earns Reward Points under the Program Rules in effect at the time of purchase.

Participants who do not earn Reward Points during any period of 6 consecutive months may be removed from the Program by GBP without notice. Any unused Reward Points shall be forfeited without compensation upon removal of Participant from the Program by GBP for any reason, including but not limited to removal as provided in above, or upon termination of the Program.

7. STATEMENTS

Point account balances may be viewed online at the program web site. Point balances are subject to verification by GBP.

8. NON-TRANSFERABLE / NO CASH VALUE

Points are non-transferable and are not redeemable for cash.

Points are the property of GBP until such time as the points are redeemed by GBP in favor of the Participant. Points have no cash value and are not redeemable for cash or credit against a customer's account.

9. AVAILABILITY

All rewards of merchandise, ticketed events, airline and hotel accommodations, and any other travel included in the Rewards Program are available only to Participants who have received Points as part of this loyalty points-based program. Reward items offered are subject to availability and may be changed at any time.

All online catalog redemptions are subject to additional terms and conditions of the Guardian PLUS online catalog provider in effect at the time of redemption.

10. **REWARDS**



Please refer to the online reward offering for the most up-to-date details on Rewards, Point values, and Redemption information. Eligible Participants may redeem Points for items listed in the online reward offering at the designated point quantities.

All online redemptions are final and non-refundable.

There is not a minimum point balance required to redeem points. Redemption must cover the entire cost of the reward (product or services, shipping/handling, and applicable sales tax). Participants may not purchase additional points to cover redemption shortfall.

Points are redeemed on a first-earned, first-redeemed basis. There are no limits on the frequency of reward redemptions, subject to other program terms.

Points may not be redeemed for weapons, firearms, medical procedures, cash, credit against a Participant's account, gift cards, taxes, cell phones and other items as determined by GBP.

Only an authorized representative of the Participant may submit requests for point redemptions. Program status and point balances will be shared only with the duly authorized representative of the participating company (owner or owner's designee).

Participants have the option of redeeming points through the Guardian PLUS online catalog or through the Guardian PLUS Custom Redemption Form. Participants are not limited to redemption of items in the online catalog.

11. CUSTOM REDEMPTIONS

Only an authorized representative of the company may submit requests for point redemptions. All custom requests must be submitted using the Custom Redemption Form.

Points redeemed for personal use by the owner or owner's designee of the participating company will require the submission of a personal W-9 tax form along with the Custom Redemption Form.

The minimum custom redemption value at any one time must have an MSRP value of \$500.00 and the minimum amount must be redeemed from one vendor. Points are calculated after applying an administrative fee to the transaction.

The Guardian PLUS Points team must arrange prepayment of all custom travel and merchandise purchases. No reimbursement for purchases or travel is permitted.



Allow a minimum of 15 business days for processing custom merchandise requests and allow 30 days for processing custom travel requests.

12. **QUESTIONS**

All questions should be sent using the contact form located within the program web site.

GENERAL INFORMATION

- 1. Use of the program web site is governed by separate and specific Terms and Conditions, which are located on the participant site.
- 2. GBP reserves the right to audit, alter or cancel this Program at any time in its sole discretion, including without limitation, the Program format, Program partners, Program elements, Reward levels and Reward rules. All such changes may be made without prior notification to Participants. In all matters relating to the interpretation and application of the program rules, the decisions of GBP will be final.
- 3. GBP, its owners, agents, and employees make no guarantees, warranties, or representations of any kind, expressed or implied, with respect to items of merchandise or travel, and shall not be liable to Participants or any third party for any damage, loss, expense (including, without limitations, attorney fees), or harm of any nature which arises in whole or in part from the underlying Travel or Merchandise Services, arranged for the Participant in connection with the Program.
- 4. GBP shall not be liable in the event that performance is made impossible, or by acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, theft, malicious damage, fire, explosions, earthquakes, floods, the elements, lightning, wind or fire resulting from any of the foregoing, strikes, labor disputes or any other causes beyond the reasonable control of GBP.
- 5. In the event any dispute arises between GBP and a Participant regarding the Program Rules or any other dispute which is in any way related to the Program, the parties agree that the sole and exclusive forum for the resolution of such disputes will be arbitration to be held before the American Arbitration Association or any successor entity pursuant to the commercial rules of arbitration then pertaining.
- 6. If any provision of the Program Rules shall be declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of the Program Rules. Upon such event, the parties shall in good faith modify or alter the remainder of the Program Rules to effectuate the original intent of the parties.
- 7. A GBP representative is prohibited from accessing and/or redeeming points on behalf of a Participant. If a Participant or GBP representative is found not to be in compliance, the Participant will forfeit the entire point balance and the GBP representative will forfeit any point balance accrued in the Sales PLUS Program.

