

Elevate Excellence Award Program Terms and Conditions

1. **Eligibility:** The Elevate Excellence Award Program (“**Program**”) is open to Elevate Red Shield Licensed contractors who purchase Elevate Commercial Roofing Systems & Lining Americas (“**Elevate**”) products; who are legal residents in North America or South America; who agree to the Program Rules (“**Agreement**”); and who remain customers of Elevate in good credit standing at all times during participation in the Program (“**Participant**”). The Program is not open to the general public and is void where prohibited.

2. **Term:** The Program and this Agreement shall commence January first in the Program year and terminate December thirty first of the Program year (“**Program Term**”).

3. **Modifications and Interpretation:** Elevate may modify the Program or this Agreement at any time. Elevate may, in its sole discretion, disqualify any Participant it finds to be tampering with the operation of the Program, or to be acting in violation of the Agreement or other Elevate rules, or in an unfair or disruptive manner. All decisions made by Elevate are final.

4. **Limitations of Liability:** Elevate, its subsidiaries and its affiliated companies, all entities involved in the development, administration or implementation of the Program or this Agreement, as well as their respective officers, directors, employees, agents, representatives, shareholders, successors and assigns (“**Released Parties**”) are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant’s participation in the Program or this Agreement.

5. **Disputes:** Except where prohibited, each Participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Program or this Agreement shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall include attorneys’ fees; (c) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, “**Special Damages**”); and (d) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Tennessee state law,

without reference to Tennessee’s choice of law rules, governs these Programs and this Agreement and all aspects related thereto. Participants hereby agree that any and all disputes arising out of or in connection with this Program or this Agreement shall be resolved by arbitration in Tennessee pursuant to this provision and the code of procedures of either the Judicial Arbitration and Mediation Services, Inc. or the American Arbitration Association, as selected by Participant. Participant must bring any action arising directly or indirectly from these Programs or this Agreement no later than one year after the end of the Program Term. Participant waives the right to bring an action arising directly or indirectly from these Programs or this Agreement under any longer statute of limitations.

6. **Audit Rights:** Elevate may, in its sole discretion, condition any award upon Participant establishing to Elevate’s satisfaction any information necessary to administer these Programs or this Agreement, including by providing invoice or other back up information.

7. **Taxes:** Payment of any taxes for any award is the sole responsibility of Participant.

8. **Payment:** Participant will not receive any payment award according to the Program rules.

9. **Miscellaneous:** The invalidity or unenforceability of any provision of this Program or this Agreement will not affect the validity or enforceability of any other provision. In the event that any provision of this Agreement is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Elevate’s failure to enforce any term of this Program or this Agreement will not constitute a waiver of that provision. This Agreement embodies the entire understanding of the parties regarding the Program and supersedes any previous agreements or understandings, written or oral, in effect between the parties.