CRYSTALYX® Gold Rewards Program Rules

Program Description

1. The CRYSTALYX® Gold Rewards Program (the "**Program**") is designed to reward Ridley USA Inc. customers for purchasing valid SKUs and receiving points per qualified SKU entered (point value applied by $ spent) and accompanied with an invoice/receipt as proof to redeem for swag (as defined in Section 20 below).

2. The CRYSTALYX® Gold Rewards Program begins July 14, 2023 and unless terminated or extended by Ridley USA Inc. in writing at Ridley USA Inc.'s sole discretion, will continue through July 14, 2027 ("Program Period").

General conditions

3. Participation and benefits in the CRYSTALYX® Gold Rewards Program are offered at the discretion of Ridley USA Inc., and Ridley USA Inc. has the right to terminate the Program or to change the terms and conditions, rules, regulations, policies and procedures, benefits, conditions of participation ("**Program Rules**") in whole or in part, at any time, with or without notice, at its sole discretion, even though changes may affect the value of the Program points already accumulated. Ridley USA Inc. may, among other things, withdraw, limit, modify or cancel any award. Participants, in accumulating points, may not rely upon the continued availability of an award or award level, and participants may not be able to obtain all offered awards or use awards.

4. Participation in the Program is subject to any Program Rules that Ridley USA Inc. may, at its discretion, adopt from time to time. The terms of the Program Rules control your participation in the Program and no covenants at law or in equity shall be implied or incorporated. Ridley USA Inc. has the sole right to interpret and apply the Program Rules. Any failure to follow Program Rules, any abuse of Program privileges, any violation of law, rule or regulation, any conduct detrimental to the interests of Ridley USA Inc., any fraudulent activity or attempted fraudulent activity, or any misrepresentation of any information furnished to Ridley USA Inc. by any participant, may result in the termination by Ridley USA Inc. of such participant's involvement in the CRYSTALYX® Gold Rewards Program and the loss or cancellation of accumulated points or awards.

5. Ridley USA Inc. reserves the right to audit any and all Program accounts at any time to ensure compliance with the Program Rules, without notice to the participant. During the course of an audit or investigation, a participant's account information may be shared with any third party with whom Ridley USA Inc. has contracted to assist in performing such audit or investigation. In the event that an audit reveals discrepancies or possible violations, Ridley USA Inc. may delay the processing of point redemption requests, cancel any outstanding point redemptions, withhold statements or suspend the participant's Program account pending completion of the audit. While the account is suspended, the participant may continue to accumulate points in the account, but no redemptions will be permitted, and any outstanding redemptions will be cancelled. Upon completion of the audit, if a discrepancy or violation has been determined by Ridley USA Inc., in addition to any other remedies described herein, points may be removed from the account of the participant to remedy such discrepancy or violation with or without notice to the participant.

6. Each participant shall be responsible for remaining knowledgeable as to the Program Rules (including any changes) and the amount of points in such participant's account. Ridley USA Inc. shall attempt to advise active participants of various matters of interest through such means as may be appropriate, such as emails, and its website, but Ridley USA Inc. shall have no liability for any failure to do so. Ridley USA Inc. will not be responsible for correspondence lost or delayed in the mail. Each participant shall be responsible for advising Ridley USA Inc. of any change of address, and Ridley USA Inc. shall have no liability for misdirected mail or any consequences thereof. The most current Program Rules may be found on **www.crystalyxgoldrewards.com** and this listing is the final authority on the Ridley USA Inc..

7. The Program is maintained for the benefit and participation of Ridley USA Inc. CRYSTALYX® Gold Rewards end-user customers that use Ridley USA Inc. products for their professional use. Only the CRYSTALYX® Gold Rewards customers are eligible to participate in the Program. As used in these Program Rules, "**participant**" refers to the CRYSTALYX® Gold Rewards Program end-user customer. A participating CRYSTALYX® Gold Rewards Program end-user customer may maintain only one account per business location and such account must be administered by an authorized representative of the participant. Duplicate accounts held by the same business location in the Program will be subject to cancellation. Program participation is non-transferable. Only the participant is entitled to access the participant's account information. Account information is Ridley USA Inc.'s proprietary information and participants may access information only for the purpose of obtaining information about their account. No participant may delegate or grant access (via power of attorney, contract, or otherwise) to a third party.

8. Accumulated points do not constitute property of the participant and are not transferable.

Prohibition of sale or barter

9. The sale or barter or attempted sale or barter of any points, awards, or benefits is expressly prohibited. Any points, awards, or benefits transferred or sold in violation of the Program Rules, in addition to exposing the participant to the penalties otherwise associated with violations, may be confiscated, or canceled. The use of points that have been acquired by purchase, barter, or other conduct in violation of Program Rules may result in termination of participation and cancellation of accumulated points.

Account activity

10. Any participant who fails at any time to engage in Account Activity (as defined in Section 11 below) for a period of a rolling twelve (12) consecutive months is subject to termination of the account and forfeiture of all accumulated points as of a rolling twelve (12) months.

11. "**Account Activity**", for purposes of these Program Rules, shall be deemed to occur when: (a) a participant accrues points in such participant's account in any manner as set forth in the Program Rules; or (b) when the participant redeems any points in the participant's account.

Points Earned

12. Participants receive ten (10) points per each dollar ($1.00) of Qualifying CRYSTALYX® Gold Rewards Program (as defined in Section 26 below) purchased by participating business locations (1 dollar = 10 points). Any changes to point values will be made available on **www.crystalyxgoldrewards.com.**

13. Only invoices dated on or after May 1, 2023 will be accepted.

14. Due to system constraints, a maximum of 5 invoices can be scanned and uploaded per submission. There is no cap on the number of submissions a participant may make.

15. Points will be applied once per invoice. An invoice cannot be scanned multiple times. Make sure to star, check, or circle the eligible items on the invoice to facilitate processing; use of a highlighter to identify eligible items is not recommended.

16. A maximum of 450,000 points may be redeemed for prizes each month during the Program. A maximum of 6,000,000 points may be accumulated by a participant at any given time. Notwithstanding the foregoing, in the event a participant has more than 450,000 points to redeem during the Wind-down Period (defined in Section 19 below), participant may redeem more than 450,000 points in that final month of the Program.

Point expiration

17. Points accumulated in a participant's account shall be maintained in the account until they are redeemed for an award or until they expire, whichever occurs first.

18. Points accumulated shall expire on a rolling basis after twelve (12) months after the last account activity in the participant's account.

19. In the event the Program is terminated, points will expire thirty (30) days after the termination date ("**Wind-down Period**"). Any remaining points thirty (30) days following termination of the Program will be forfeited.

Redeeming Points for Awards

20. The awards available and the amount of points necessary to be redeemed for each award will be set by Ridley USA Inc. and published to the participants. Ridley USA Inc. shall establish the process for point redemption, but redemption shall basically mean the exchange of Program points in a participant's account for a specified award. The list of reward items ("**Swag**") that may be redeemed in exchange for points will be available on **www.crystalyxgoldrewards.com**.

21. Points earned in two or more different accounts may not be combined to redeem any award. Points have no cash value. Points cannot be purchased or redeemed for cash.

22. The Program structure is subject to modification, cancellation, or limitation at Ridley USA Inc.'s discretion, with or without notice. The amount of points required to be redeemed for an award may be substantially increased, any award may be withdrawn, and restrictions on any award or its redemption may be imposed at any time. The accumulation of points does not entitle Program participants to any vested rights with respect to any awards or the Program. Ridley USA Inc. reserves the right to add, change, or remove available rewards in whole or in part, at any time, with or without notice.

23. Federal, State, and local taxes, if any, related to redemption of points and related award are the sole responsibility of the participant that redeems the points in exchange for the award.

Qualifying Ridley USA Inc. CRYSTALX Products and Sources

24. The Program is designed to reward Ridley USA Inc. customers for their purchases of Qualifying Products. Purchases of Ridley USA Inc. products from sources other than Ridley USA Inc. authorized

distributors (e.g. big box or retail, on-line consumer sites, etc.) are not eligible for Program Rewards. If you are uncertain whether a seller is a Ridley USA Inc. authorized distributor, please reach out to your local Ridley USA Inc. Representative. If you are unsure who your local Representative is, contact Ridley USA Inc. Customer Service prior to purchase.

Participation

25. Participation in the Program is restricted to Ridley USA Inc. customers located and conducting business in the United States. Any submissions for the Program must be handled by an authorized representative of the participating Ridley USA Inc. business.

26. By participating in the Program, the participant acknowledges and agrees that any information collected in connection with this Program may be used by Ridley USA Inc. for promotion administration, market research, advertising and trade and only in accordance with Ridley USA Inc.'s privacy policy located at **www.crystalyxgoldrewards.com.**

Returns; Warranties and Disclaimers; Limitation of Liability

27. Returns or exchanges are only accepted for an award that is damaged and reported within thirty (30) days of receipt.

28. **Warranty and Disclaimer, and Limited Remedy:** Manufacturer warranties, if any and if applicable, cover third-party product Awards offered in the Program. In addition to other disclaimers set forth in these Program Rules, and Ridley USA Inc. makes no warranties or representations of any kind, express or implied, with respect to the third-party product Awards. Ridley USA Inc. MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE.

29. **Limitation of Liability:** Except for the limited remedies stated above, and except to the extent prohibited by applicable law, Ridley USA Inc. will not be liable for any loss or damage arising from or related to the Awards, whether direct, indirect, special, incidental, or consequential (including, but not limited to, lost profits or business opportunity), regardless of the legal or equitable theory asserted, including, but not limited to, warranty, contract, negligence, or strict liability.