

Terms and Conditions

These Terms and Conditions (“**Terms**”) govern your use of the following website, www.mynilfiskrewards.com (the “**Website**”).

Nilfisk reserves the right to add, modify or delete any of the terms, conditions, rules, or reward levels pertaining to the Rewards Program at any time without prior notice. Any interpretations, questions or disputes regarding the Rewards Program will be resolved at the sole discretion of Nilfisk. The Dealer Agreement that any authorized dealer has in place with Nilfisk will remain in full force and effect and will not be modified by the Rewards Program.

1. WEBSITE AND NILFISK PROGRAM OVERVIEW.

a. Overview. The Nilfisk Rewards Program (“**Rewards Program**”) is an authorized representative sales incentive program available to eligible authorized representative sales associates and equipment specialists at dealers, eligible to participate in the Nilfisk Rewards Program.

b. Enrollment. To participate in the Nilfisk Rewards program, Participants must enroll at www.mynilfiskrewards.com. To verify eligibility and to process any reward, the following information will be collected from the Participant:

- First Name*
- Last Name*
- Dealer Account Number
- Mailing Address
- Contact E-mail address*
- Contact phone number*
- Social Security Number* (For Tax Reporting)

*Information is mandatory (Nilfisk reserves the right to modify required information at any time)

At the time of enrollment, the Participant will set up a unique user ID and password. Dealer principals or owners are not eligible to participate in the Nilfisk Rewards Program.

c. Unauthorized Use. All Dealer Sales Representatives (DSRs) located in the United States, who are at least 18 years of age, and are employed by an approved participating dealer will be invited to participate in the Rewards Program and may earn reward points for sales of select Nilfisk manufactured products. Participating dealers will be approved by Nilfisk management. Participation by the dealers is subject to change in Nilfisk’s sole discretion. For purposes of these Terms, a “**Participant**” is a person who is a DSR or equipment specialist at an approved dealer, enrolled in the Rewards Program, and who has been issued a user ID and password. If a Participant terminates their employment

with a participating Dealer, the Participant will no longer be able to earn rewards points on machines sold. Only those DSRs who enroll in the Rewards Program will be eligible to earn reward points.

d. Eligibility Rules. Participation in the Nilfisk Rewards Program is subject to additional **Program Rules** as may be updated from time-to-time.

2. RIGHT TO ACCESS.

Nilfisk grants you a limited, non-exclusive, non-transferable, revocable limited right to access and use the website and content as expressly permitted herein. Nilfisk reserves all rights not expressly granted herein.

Without limiting the foregoing, you may not do any of the following without Nilfisk's prior written consent:

- a. access or use the account associated with any other registered user;
- b. modifies, copy, reproduce or create derivative works of such Content (as defined herein), except as explicitly provided in connection with that Content on the Website;
- c. uses the Content for any commercial purpose;
- d. distributes, sell or transmit the Content;
- e. publicly displays, publish or perform the Content (for any purpose, commercial or noncommercial);
- f. attempts to decompile or reverse engineer any software or database contained in or accessed through the Website; or
- g. removes any copyright or other proprietary notations;

All rights not expressly granted to you are reserved by Nilfisk and, if applicable, our licensors.

3. PROHIBITED CONDUCT.

Without limiting anything else contained in these Terms, you must not, in connection with the Website, directly or indirectly post, upload, reproduce, facilitate, distribute or otherwise transmit any Content or take any action that:

- a. violates any applicable law, statute, order or regulation;
- b. gives rise to civil liability;

- c. is obscene, hateful, inappropriate or objectionable, even if the material or its dissemination is lawful;
- d. constitutes defamation, harassment, stalking or abuse or abuse of any conduct that violates the legal rights of others;
- e. advocates or encourages violence, abuse, hate or discrimination against a person or group based on age, creed, sex, sexual orientation, gender, gender identity, gender expression, family status, marital status, disability, race, ancestry, place or origin, ethnic origin, citizenship, color, record of offence or association with a person identified by one of these grounds;
- f. constitutes unauthorized or unsolicited communications or other “spam”;
- g. infringes, violates, or misappropriates the personal rights or intellectual property rights of us or any third party;
- h. obtains unauthorized access to, or interferes by any means with, any user, system, network, service or account, including evasion of filters or violation of the security or integrity of any network or system;
- i. harvests, scrapes, or uses any robot, spider, crawler, script or other automated means not provided by us to access the Website or to extract data, collect information or otherwise interact with the Website.
- j. distributes computer viruses, malware, cancelbots, Trojan horses, worms or other harmful or disruptive content of any kind to the Website, regardless of intent; or
- k. harvests, scrapes, extracts, collects, or stores personal information about others without their express consent.

4. OUR PROPRIETARY RIGHTS.

The Website and all logos, trademarks, buttons, icons, images, pictures, graphics, designs, editorial, text, audiovisual materials, multimedia elements, videos, music, reports, documents, software, information, formulae, patterns, data and any other content used in connection with the Website (collectively referred to as our “**Content**”) are protected by intellectual property laws and are exclusively owned and/or controlled by ACB/Nilfisk and its licensors. None of the information on the Website is to be interpreted as granting licenses or permission to use our Content except as strictly necessary to access the Website. Any use of our Content requires our express written consent, and we reserve all rights not expressly set forth in these Terms.

ANY UNAUTHORIZED USE, MODIFICATION, REPUBLISHING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF OUR CONTENT IS STRICTLY PROHIBITED.

5. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NILFISK AND/OR OUR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE AVAILABILITY OF THE WEBSITE. NILFISK DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, YOU HEREBY RELEASE NILFISK FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO ANY PRODUCT. THE FUNCTIONS AND FEATURES OF THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. NILFISK DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY CONTENT/PRODUCT. YOU ASSUME THE ENTIRE RISK OF LOSS OF CONTENT AND/OR DAMAGE DUE TO YOUR USE OF THE WEBSITE.

6. LIMITATION OF LIABILITY.

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR SOLE RISK. NEITHER NILFISK NOR OUR, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND/OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF NILFISK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

WITHOUT LIMITING THE FOREGOING, NEITHER NILFISK NOR ACB SHALL HAVE ANY LIABILITY ASSOCIATED WITH THE REWARDS PRODUCTS MADE AVAILABLE THROUGH THIS WEBSITE AND/OR THE NILFISK REWARDS PROGRAM.

7. INDEMNIFICATION.

By entering into the Rewards Program, Participants and participating Nilfisk distributors (dealers) agree to release, indemnify and hold harmless Nilfisk Inc., its parents, affiliates, subsidiaries, licensees and its respective officers, directors, employees, authorized representatives, successors, assigns from any loss, liability or expense (including reasonable attorneys' fees) that may arise out of their participation in a rewards program, or from any liability or expense arising from a product or service purchased with Nilfisk reward points.

8. TERMINATION.

Nilfisk reserves the right to terminate a Participant's enrollment in the Rewards Program at any time without notice, and for any reason. These reasons could be attributed, but not limited to, misrepresentation, improper or fraudulent use of the website, fraudulent sales claims, noncompliance with these Terms and Conditions or any other aspect of the Reward Program or any misconduct detrimental to the interests of Nilfisk. If a Participant is terminated from the Rewards Program, they will lose any reward points that have not been already claimed.

9. CHANGES TO WEBSITE AND TERMS OF USE.

Nilfisk reserves the right to modify, suspend or discontinue any feature associated with the Website or your access to and use of the Website and/or Content at any time. Nilfisk shall not be liable to you for any modification, suspension or discontinuance (in part or wholly) of the Website and/or features associated with the availability or use of the Content. Nilfisk may establish additional policies and practices concerning use of the Website and Content made available through the Website. Accordingly, Nilfisk reserves the right to change these Terms (in part or wholly) at any time, without prior notice except to the extent required by law. Nilfisk will provide notice of any such changes by posting updated Terms at <https://mynilfiskrewards.com/>.

YOU SHOULD REVIEW THESE TERMS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE. Your continued use of the Website and/or any associated Content constitutes your acceptance of any change or update, all of which shall become controlling when posted.

10. ERRORS AND OMISSIONS.

Nilfisk is not responsible for errors including, but not limited to, lost, late, damaged, misdirected, illegible, incorrect or incomplete communications, transmissions or technical failures in connection with enrollments, sales claims, inquiries or any other type of communication. In the case of account discrepancies, Participants must contact Nilfisk within 60 days of the original sales date via e-mail, phone or direct link on the Rewards Program website. Account discrepancies will not be investigated after such 60 day time period and may result in the loss of reward points. It is the responsibility of the Participant to follow the appeals process.

11. LEGAL CHALLENGES.

In the event that Nilfisk must enter into a legal challenge due to misrepresentation, improper or fraudulent use of the Website, fraudulent sales claims, non-compliance with these Terms and Conditions or any other aspect of the Rewards Program, the Participant agrees to pay all costs and expenses, including all reasonable attorneys' fees, for the collection of reward points overpaid by Nilfisk.

12. RIGHTS AND LIMITATIONS.

- Nilfisk, at its sole discretion, may revoke or amend any or all parts of the Rewards Program. Nilfisk is the sole authority for program clarification and/or judgments not specifically covered by the official Program Rules.
- Nilfisk reserves the right to modify or cancel the Rewards Program at any time without prior notice. In the event of such changes, Nilfisk shall be held liable only for those reward points that have been fully earned by the Participant according to the official Program Rules in effect up to the time of such change.
- All decisions regarding Participant eligibility, sales that qualify for reward points and all other Rewards Program-related matters are the sole responsibility of Nilfisk and are final.
- This Rewards Program is void where prohibited by law.

13. JURISDICTION AND VENUE.

These terms and conditions shall be construed as having been made in the State of Minnesota and shall be governed by the Laws of the State of Minnesota. Any legal action arising out of or in any way related to this Agreement shall be brought only in federal and state courts of Minnesota, and you consent to personal and subject matter jurisdiction of such courts.

OUR CONTACT INFORMATION.

If you have any questions or concerns, please contact us at **Nilfisk** 9435 Winnetka Avenue North, Brooklyn Park, MN 55445 Attn: Darla McCullough; dmccullough@nilfisk.com.