

KOOL LOYALTY REWARDS PROGRAM

OFFICIAL TERMS AND CONDITIONS (Rewards Available While Supplies Last)

The Kool Loyalty Rewards Program (referred to as the “KOOLCOIN Rewards Program” in adult consumer-facing materials) (“Program”) is offered at the sole discretion of ITG Brands, LLC, 714 Green Valley Road, Greensboro, NC 27408 (“Sponsor”). The Program is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 (“Administrator”). **In its sole and absolute discretion, the Sponsor may change, modify, or terminate any and all aspects of the Program including, without limitation, its rules, terms, conditions, or rewards, with or without notice.** Such changes may or may not affect previously earned Points and Rewards.

NOTICE ABOUT DISPUTE RESOLUTION: Any disputes relating to the Program are subject to binding arbitration in accordance with Section 10 of these Terms and Conditions.

1. **PROGRAM PERIOD**: The Program will begin on May 2, 2022 at 12:00 PM Eastern Time (“ET”) and is an ongoing loyalty Program which will continue until terminated in accordance with these Official Terms and Conditions (“Program Period”). Any changes will be reflected on the Program Website and in these Official Terms and Conditions. Sponsor may terminate or extend this Program at any time without prior notice in its sole and absolute discretion. Sponsor’s computer is the official clock for this Program.
2. **PROGRAM MODIFICATION**: During the Program Period the specific activities/purchase items, point values, and rewards or any other aspect of the Program may change at Sponsor’s discretion. Any changes will be effective immediately and reflected on the Program Website and in these Official Terms and Conditions. Your continued access to or participation in the Program after any changes are posted constitutes your acceptance of the change(s).
3. **ELIGIBILITY**: The Program is open only to those legal residents of the fifty (50) United States and the District of Columbia who are smokers aged twenty-one (21) years of age or older and registered members of kool.com (the “Website”) at the time of participation. Some rewards may be subject to additional eligibility requirements and other restrictions (as set forth in Section 7). Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Program Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to participate or receive rewards. Where Program elements are prohibited, they are void and unavailable. Some elements of the Program, including coupons and sweepstakes, are consequently unavailable in some jurisdictions. The Program is void where prohibited or restricted by law.

Participation constitutes participant’s full and unconditional agreement to these Official Terms and Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Program.

4. **HOW TO PARTICIPATE**: To be eligible to participate, you must be a registered member on the Website. To become a registered member on the Website, you may register for free by visiting the Website, selecting “New Here?” and following the registration directions, including certifying that you are a smoker who is twenty-one (21) years of age or older and reside within

the 50 United States or District of Columbia. All registrations are verified through a third party data source. After registering on the Website, participants must click on the KOOLCOIN program tab in the menu bar, and review and accept the Program Terms & Conditions (“Terms”). Once the Terms are accepted, participants can begin to earn points (“Points”) by completing activities (“Activities”) as set forth in Section 5 below. Points may be used to redeem rewards (“Rewards”) as set forth in Section 6 below. It is the sole responsibility of each participant to ensure that the contact information for their Account is accurate and up-to-date.

If a participant creates multiple Accounts or attempts to participate in the Program using multiple identities, then Sponsor, in its sole discretion, may disqualify the participant and void any or all such Accounts.

The Program is intended for personal use only. Commercial use is prohibited.

5. HOW TO EARN POINTS: During the Program Period, participants may earn points by completing various Activities which may include entering product codes (“Code”) from eligible purchases. Each Code may be entered one (1) time only. Participants can enter up to a maximum of thirty (30) product codes in each calendar month during the Program Period. A complete list of Activities, including eligible purchases, can be found on the Website. The list of eligible products is subject to change at any time without notice. Sponsor, at its sole discretion, may add, remove, or modify what Activities qualify, the frequency at which they may be completed, and amount of points they are worth. Participants who obtain Points via any opt-in method may unsubscribe from marketing e-mails at any time by clicking the “unsubscribe” link included in the bottom of the e-mail they received from the Sponsor. Sponsor also reserves the right, but not the obligation, at its sole discretion, to distribute Points at various times throughout the Program Period through additional means which will be posted on the Website. It may take twenty-four (24) hours or more for the Point(s) to show in an account (“Account”). Sponsor assumes no liability for discrepancies, delays, omissions, inconsistencies, or errors in the number of Points acquired as a result thereof as reported on the Website. The decisions of Administrator and Sponsor with respect to the Program, including without limitation, Points, Account balances, and Rewards transactions are final and binding and non-appealable in all respects. Points may not be combined from different promotions or accounts for any purpose. Sponsor reserves the right in its sole discretion, to invalidate Points from an Account, or terminate an Account, if it determines that such Points were improperly credited to such Account, obtained fraudulently or in violation of these Official Terms and Conditions. Points do not constitute property, do not entitle participants to a vested right or interest, and have no cash value. As such, Points are only redeemable for Rewards in this Program. Points are not redeemable for cash and are not saleable, transferable, or assignable for any reason.
6. HOW TO REDEEM POINTS ONLINE FOR REWARDS: During the Program Period, Points can be redeemed for Rewards displayed on the Website while Rewards’ supplies last. The number of Points required to redeem a Reward will be stated in the Rewards catalog available on the Website. Participants cannot redeem Points for a Reward unless the participant has accumulated the required number of Points in their Account.

To redeem a Reward, the participant must log into the Website and follow the on-screen instructions to review available Rewards. The participant must select the Reward he/she wishes to redeem and carefully review any restrictions and terms of each individual Reward. Once selected, the required number of Points for the Reward will be deducted from the participant’s Account. Once Points have been redeemed for a Reward, they may not be

transferred, returned or refunded to an Account for any reason, including if the Reward is stolen or lost.

Subject to termination of the Program or modification as provided for in Section 2, Points will expire and will be void if an Account is not active for a period of one hundred and eighty (180) calendar days or more. An Account will be considered "active" when a participant either earns or redeems Points during the Program Period. In the event that the Program is terminated, participants will have thirty (30) days from the date of termination to redeem any unused Points.

7. **PROGRAM REWARDS:** A list of available Rewards may be found on the Website. Certain Rewards may be void where prohibited by law. Not all coupons and Rewards will be available to all participants and some may be subject to additional terms. Rewards may be changed or discontinued at any time. **Due to legal restrictions on coupons for discounts on tobacco products, points cannot be redeemed for coupons by participants who are residents of MASSACHUSETTS, NEW JERSEY and NEW YORK.**

All Rewards available on the Website are subject to change by the Sponsor in its sole discretion without notice. Rewards will be redeemed on a "first come, first serve" basis in relation to when participants electronically complete transactions in their Accounts. Once supplies of a Reward offered are exhausted, the Reward will expire, and will subsequently be designated on the Website as sold out, and/or will be deleted from the Website, and will no longer be available for redemption in the Program. Sponsor reserves the right, in its sole discretion (without obligation) to substitute merchandise of greater or equal value in the event supplies of any one Reward are depleted. No exchanges, returns, transfers, or refunds on Rewards are permitted for any reason. Sponsor does not guarantee the availability of any Reward for any period during the Program. Sponsor may, in its discretion, add new merchandise items for redemption during the Program Period. In the event that any Reward becomes unavailable, Sponsor reserves the right to substitute an item of equal or greater value in its sole discretion.

8. **DELIVERY OF REWARDS:** All Reward deliveries are subject to age verification prior to delivery. Digital Rewards will be delivered via email. Rewards for specific products may be delivered digitally via an electronic gift card. Physical Rewards will be delivered by postal mail within six to eight (6-8) weeks from receipt of order for shipment of a Reward. All physical Rewards will ship to the postal address that you specify on the order "Confirmation" page. You must provide a complete mailing address to receive a physical Reward. PO Boxes are not allowed. No responsibility is assumed by Sponsor for any mail or deliveries returned as undeliverable without a forwarding address. No responsibility is assumed by Sponsor for a physical Reward after it has been shipped. Gift cards are only distributed pursuant to the Rewards Program and are subject to the terms of the issuer. There is a limited quantity of Rewards available only while supplies last. The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use of a gift card constitutes the user's acceptance of the terms and conditions; a user should read the terms and conditions on the gift card carefully. The gift card will not be redeemed or exchanged for cash, except where required by law. The gift card will not be replaced or replenished if lost, stolen, damaged, destroyed, or used without the recipient's permission, and it will be voided if altered or defaced.
9. **LIMITATIONS OF LIABILITY:** By participating in this Program, participants agree that the Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Program Entities") and each of their respective representatives, consultants, contractors, legal counsel, public relations, fulfillment

and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees, and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability, or traffic congestion; (iv) any technical, mechanical, printing, or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Program and/or receiving a Reward; and (viii) Points that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Terms and Conditions. Further, the Program Entities are not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a participant’s privacy or spam filter settings that may divert any notification or other Program related e-mail to a spam or junk folder.

By participating in the Program, each participant agrees: (i) to be bound by these Official Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Official Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs, and expenses (including, without limitation, reasonable attorneys’ fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the participant’s Points, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity, or proprietary rights; (c) acceptance, attendance at, receipt, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Reward (or any component thereof); (d) any change in the available Rewards (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged, or destroyed Rewards (or any element thereof); or (h) the negligence or willful misconduct by participant.

If, for any reason, the Program is not capable of running as planned, or the integrity and/or feasibility of the Program is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a “Force Majeure” event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify, or suspend the Program and/or proceed with the Program, including awarding Points and/or Rewards in a manner it deems fair and reasonable, from among eligible Points received prior to such cancellation, termination, modification or suspension without any further obligation. If Sponsor, in its discretion, elects to alter this Program as a result of a Force Majeure event, a notice will be

posted on the Website.

Without limiting the foregoing, everything regarding this Program, including the Rewards, is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

10. **DISPUTES**: IF A CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES (“JAMS”) IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. THE ARBITRATOR SHALL APPLY NORTH CAROLINA LAW CONSISTENT WITH THE FEDERAL ARBITRATION ACT AND APPLICABLE STATUTES OF LIMITATIONS, AND SHALL HONOR CLAIMS OF PRIVILEGE RECOGNIZED AT LAW. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN GUILFORD COUNTY, NORTH CAROLINA. IF ANY PART OF THIS ARBITRATION PROVISION IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL (OTHER THAN THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS), OR OTHERWISE CONFLICTS WITH THE RULES AND PROCEDURES ESTABLISHED BY JAMS, THEN THE BALANCE OF THIS ARBITRATION PROVISION SHALL REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH ITS TERMS AS IF THE INVALID, UNENFORCEABLE, ILLEGAL, OR CONFLICTING PROVISION WERE NOT CONTAINED HEREIN. IF, HOWEVER, THE PORTION THAT IS DEEMED INVALID, UNENFORCEABLE, OR ILLEGAL IS THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID, AND NEITHER CLAIMANT NOR SPONSOR SHALL BE ENTITLED TO ARBITRATE THEIR DISPUTE. UPON FILING A DEMAND FOR ARBITRATION, ALL PARTIES TO SUCH ARBITRATION SHALL HAVE THE RIGHT OF DISCOVERY, WHICH DISCOVERY SHALL BE COMPLETED WITHIN SIXTY (60) DAYS AFTER THE DEMAND FOR ARBITRATION IS MADE, UNLESS FURTHER EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **GOVERNING LAW & JURISDICTION**: These Official Terms and Conditions and the Program are governed by United States law and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the printing, construction, validity, interpretation, and enforceability of these Official Terms and Conditions, or the rights and

obligations of participants and the Sponsor in connection with the Program, shall be governed by and construed in accordance with the laws of the state of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of North Carolina or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of North Carolina), and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in the state of North Carolina, in the City of Greensboro.

12. **PRIVACY:** By participating in the Program you acknowledge your consent to the use of your personal information as explained in the Program's Financial Incentives and Non-Discrimination Disclosure, [Privacy Policy](#), and [California Privacy Notice](#), and agree to these Program Terms and the Sponsor's Website [Terms & Conditions](#).
13. **GENERAL CONDITIONS:** You hereby waive any right to claim ambiguity in these Official Terms and Conditions. All federal, state, and local laws and regulations apply. Federal, state, and local taxes, if any, are the sole responsibility of participant. Duplicate or non-conforming requests will not be honored or returned. The Program is not available to newsletters, clubs, organizations or groups. Sponsor reserves the right, in its sole discretion, to cancel, terminate, or modify the Program and proceed in a manner it deems fair and reasonable. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program; to be acting in violation of these Official Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program. Any use of robotic, automatic, macro, programmed, third-party, or like methods to participate in the Program will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Program. All registrations and/or materials submitted become the property of Sponsor and will not be returned. Program Entities are not responsible for any lost, late, undeliverable/undelivered, or postage-due mail. In the event of any conflict with any Program details contained in these Official Terms and Conditions and Program details contained in Program materials (including, but not limited to, point-of-sale, print advertising, promotional packaging, and other promotion media), the details of the Program as set forth in these Official Terms and Conditions shall prevail.
14. **USE OF INFORMATION:** The information provided by participants in connection with becoming a registered member of the Website may be used for Sponsor's internal purposes and to send information to participants through mail or email about Sponsor's products. By registering on the Website, participants agree to be added to the Sponsor's mailing distribution list. Participants may subsequently opt-out by calling, toll-free, 800-848-0550, or by visiting the Website, clicking on the "Remove Me" link, and following the instructions. Please see the terms regarding Sponsor's use of personal information collected through the Website at [kool.com](#).

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