HARBOR FREIGHT TOOLS CREDIT CARD REWARDS PROGRAM TERMS

By participating in the Harbor Freight Tools Credit Card Rewards Program ("Rewards Program"), you hereby agree to be bound by these terms.

- 1. **Eligibility.** You are automatically enrolled in the Rewards Program for your Harbor Freight Tools Credit Card account when your account is open. You are eligible to earn reward points and receive Harbor Freight Money certificates ("Harbor Freight Money") if your account is in good standing (including, but not limited to, not more than two (2) payments past due and no rewards or redemption fraud). If your account is not in good standing, you will forfeit any reward points that may have been earned and will not be issued reward certificates. You must have an address in the United States and be over eighteen (18) years of age in order to earn reward points. The Rewards Program is void where prohibited by law in your state of residence and is subject to change as may be necessary to comply with such laws or regulations.
- 2. **Earn Reward Points**. For every dollar (\$1) in net purchases (merchandise purchased minus returns and adjustments) charged to your Harbor Freight Tools Credit Card at any Harbor Freight Tools physical store location in the United States or at www.harborfreight.com, you will earn five (5) reward points. *Promotional financing purchases are not eligible to earn reward points*. For the purpose of calculating earned reward points, the daily net purchase total is rounded to the nearest whole dollar. For example: a net purchase of \$1.49 earns 5 reward points, and a net purchase of \$1.50 earns 10 reward points. If returns and adjustments exceed purchases in any billing statement period, this could result in a negative reward points balance.
- 3. **Exchange Reward Points for Harbor Freight Money.** For every 500 reward points in your rewards balance, you will receive \$5 in Harbor Freight Money. You may see rewards or reward points advertised as percentage back on purchases (for example, 5% back in rewards) or as a dollar amount in Harbor Freight Money (for example, earn \$5 in Harbor Freight Money for every 500 reward points or earn \$5 in Harbor Freight Money for every \$100 in eligible purchases) which is the same calculation of reward points and Harbor Freight Money as previously described, but expressed differently.
- 4. Receive Harbor Freight Money. When your net reward points balance equals or exceeds 500 reward points, you will be issued, within 1-2 billing cycles via your monthly billing statement, Harbor Freight Money certificates in \$5 increments (up to a maximum of \$25 per certificate) for every 500 reward points in your reward points balance (up to a maximum of 15 certificates issued with each billing statement). Your reward points balance will automatically be reduced by 500 reward points for every \$5 in Harbor Freight Money issued to you. Any net reward points balance less than 500 in a billing cycle will be applied towards your net reward points balance in the next billing cycle.
- 5. Redeem Harbor Freight Money. You may redeem your Harbor Freight Money and apply the value towards your Harbor Freight Tools purchase at any Harbor Freight Tools physical store location. To redeem your Harbor Freight Money, you must go to a Harbor Freight Tools physical store by the expiration date shown on the certificate and present the original certificate mailed to you via your billing statement (or the electronic copy of the certificate if you receive electronic billing statements). Photocopies or reproductions will not be honored. Lost, stolen or mutilated certificates will not be replaced. Each Harbor Freight Money certificate may only be redeemed or used once. You can redeem multiple certificates in a single transaction. If the purchase amount is less than the value of the Harbor Freight Money being redeemed, then any remaining Harbor Freight Money will be forfeited. If the purchase amount is more than the value of the Harbor Freight Money being redeemed, then the balance of the purchase may be paid by using any available credit line on your Harbor Freight Tools Credit Card or any other tender type accepted by Harbor Freight Tools. Harbor Freight Money can be combined with Harbor Freight Tools coupons. Harbor Freight Money cannot be used to purchase Harbor Freight Tools gift cards or gift certificates. Harbor Freight Money cannot be credited to or used to pay any Harbor Freight Tools Credit Card account. If any returned merchandise was purchased with Harbor Freight Money, the amount purchased with Harbor Freight Money will only be eligible towards a purchase/ exchange at the time of the return; reward points will not be returned to your Harbor Freight Tools Credit Card account and you will not receive cash, store credit, or a new certificate.
- 6. **Expiration.** Reward points will expire and be removed from your rewards points balance if you have not had any qualifying purchase activity on your Harbor Freight Tools Credit Card for 24 consecutive months. Harbor Freight Money will expire on the date printed on each certificate, and expired Harbor Freight Money may not be redeemed or exchanged.
- 7. Additional Terms and Restrictions. Harbor Freight Money certificates are not "gift certificates" and are not intended for gift-giving purposes, and cannot be sold, transferred, bartered, or auctioned. You acknowledge that the reward points have no cash value and that reward points and any Harbor Freight Money are purely promotional, may not be redeemed for cash or its equivalent, and are provided without the payment of any consideration or other thing of value. Unless and until you present a Harbor Freight Money certificate at a Harbor Freight Tools store, no right, title, or interest in the reward points or the Harbor Freight Money has been earned. Reward points will be forfeited upon the closing of a Harbor Freight Tools Credit Card account (other than as a result of a lost or stolen Harbor Freight Tools credit card, in which case, all earned reward points and unused Harbor Freight Money will be applied to the replacement card) or termination of the Rewards Program. We reserve the right to remove any person from the Rewards Program and void all reward points in the event of violation of the Rewards Program Terms or any fraud or abuse in connection with this Rewards Program. Additional restrictions may apply as stated on your Harbor Freight Money certificate.
- 8. **Termination of or Change in Rewards Program.** By participating in the Rewards Program, you understand and agree that we reserve the right, in our sole discretion and without prior notice, to suspend, change, or terminate the Rewards Program, in whole or in part; to modify, limit, or suspend the accumulation, collection, use, or redemption of reward points or rewards in any manner, including but not limited to imposing time limits and changes to reward point values or the number of reward points required for a particular reward. We may make these changes at any time and from time to time, even though the changes may affect your right to accumulate and redeem reward points and may affect the value of reward points already accumulated. We may notify you of changes to the Rewards Program through your Harbor Freight Tools Credit Card statement, by posting an updated version of these Rewards Program terms on our website at www.harborfreight.com/credit, or via email. You should not rely upon the continued availability of the Rewards Program, or earning or redeeming reward points for certain items. All merchandise and/or offers are available while supplies last and are subject to change and/or revocation without notice.
- 9. Resolution of Disputes/Arbitration. If you ever have a problem or issue with the Rewards Program, our goal is to get a fair resolution quickly and cost-effectively. Accordingly, we strongly encourage you to reach out to us by contacting customer service at the number below, before taking any other action, so that we may have the opportunity to address your questions or concerns. If, however, we are unable to reach an informal resolution, by participating in the Rewards Program, you are consenting to resolve all issues, claims, and disputes arising out of or relating to any aspect of your participation in the Rewards Program, whether arising during or after your participation in the Rewards Program, through final, binding arbitration in the State of California or in your jurisdiction in the United States. This arbitration requirement applies regardless of whether the issue, claim, or dispute involves a tort, fraud, breach of contract, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. Such arbitration shall be conducted before the American Arbitration Association (AAA) under its rules in effect at the time, and the arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. All arbitrations shall be conducted on an individual (and not a collective or class-wide) basis, and an arbitrator shall have no authority to award collective or class-wide relief.
- 10. **Privacy Policy.** The Rewards Program is subject to the Harbor Freight Tools' privacy policy (https://www.harborfreight.com/security-and-privacy.html) and Synchrony Bank's privacy policy.

The Rewards Program is offered by Harbor Freight Tools to Harbor Freight Tools Credit Card holders and serviced by Synchrony Bank. For questions and additional information about the Harbor Freight Tools Credit Card Rewards Program, Harbor Freight Money, or your reward points balance, please call Synchrony Bank at 1-855-341-3108.