

Carhartt Groundbreakers Loyalty: Terms and Conditions of Participation

LAST UPDATED: JULY 7, 2017

1. Groundbreakers Loyalty Terms.

Carhartt, Inc. (**Carhartt**) operates a rewards program for eligible participants who purchase Carhartt products through designated Carhartt websites and channels participating in the program (collectively, **Groundbreakers Loyalty Program**). The Groundbreakers Loyalty Program, together with the content, incentives and rewards, information sharing and other services available with the Groundbreakers Loyalty Program, are collectively referred to herein as the **Service**.

The following terms and conditions (**Terms of Service**) apply to participation in the Groundbreakers Loyalty Program and use of the **Service**. Except for certain aspects of the Service that may be publicly available to users, the Service is provided only to users who register with Carhartt for the Groundbreakers Loyalty Program (referred to herein as “You” or “Participant”). The Service is offered subject to acceptance of these **Terms of Service**. The Terms of Service shall be deemed to include all other operating rules, policies and procedures that are referred to herein or that may otherwise be published with the applicable Groundbreakers Loyalty Program by Carhartt from time to time (collectively, **Policies**), including without limitation, Policies that may be published in respect of Privacy.

The Terms of Service are in addition to (not in lieu of) any other agreement (whether in writing or clickwrap) that you have entered into with Carhartt (now or in the future) (**Other Agreements**). If there is any conflict between the Terms of Service and those of any Other Agreement, these Terms of Service shall control with respect to the Groundbreakers Loyalty Program. The Groundbreakers Loyalty Program is void where prohibited by law.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF SERVICE, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO PARTICIPATE IN GROUNDBREAKERS LOYALTY PROGRAM, THEN DO NOT REGISTER FOR GROUNDBREAKERS LOYALTY PROGRAM OR ACCESS OR USE THE SERVICE. COMPLETING THE REGISTRATION PROCESS OR OTHERWISE ACCESSING OR USING ALL OR ANY PART OF THE SERVICE WILL CONSTITUTE ACCEPTANCE AND CREATE A LEGALLY ENFORCEABLE CONTRACT UNDER WHICH YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF SERVICE, WITHOUT MODIFICATION. SECTION 3 BELOW CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. THEY AFFECT YOUR RIGHTS. PLEASE READ THEM.

2. Frequent Shopper Program (FSP) Migration

Carhartt has elected to discontinue and replace the existing Carhartt Frequent Shopper Program (FSP) with the Groundbreakers Loyalty Program. Upon implementation of the Groundbreakers Loyalty Program, enrollment and accrual of points under the FSP will no longer be permitted.

Groundbreakers Loyalty

The following terms apply to individuals participating in FSP who are in good standing with unredeemed points, as applicable: (a) for existing FSP participants who register for the Groundbreakers Loyalty Program by (August 30, 2017), all FSP points accrued under the FSP

will be migrated to the Groundbreakers Loyalty Program and exchanged at a ratio of 250 Groundbreakers Loyalty point(s) to every 1 FSP point(s) and (b) for existing FSP participants who do not register for the Groundbreakers Loyalty Program by (August 30, 2017), unredeemed FSP points will not be migrated to the Groundbreakers Loyalty Program. FSP participants that do not wish to register for Groundbreakers Loyalty must contact Carhartt by December 31, 2017 to redeem FSP points or those points will no longer be available.

3. Dispute Resolution and Arbitration.

USER AND CARHARTT EACH AGREES THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE TERMS OF SERVICE OR CARHARTT'S SERVICES OR PRODUCTS, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.

This includes any claims against other parties relating to services or products provided to User (such as Carhartt's suppliers, dealers or third party vendors) whenever User also asserts claims against Carhartt in the same proceeding. User and Carhartt each also agrees that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 21). **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

For all disputes, whether pursued in court or arbitration, User must first give Carhartt an opportunity to resolve User's claim by sending a written description of the claim to the address in Section 25 below with a copy the Carhartt Legal Department at the same address. User and Carhartt each agrees to negotiate the claim in good faith. If User and Carhartt are unable to resolve the claim within sixty (60) days after Carhartt receives this claim description, User may pursue the claim in arbitration.

If the arbitration provision applies or User chooses arbitration to resolve a dispute, then either User or Carhartt may start arbitration proceedings. User must send a letter requesting arbitration and describing the claim to Carhartt (see Section 21) to begin arbitration. The American Arbitration Association (AAA) will arbitrate all disputes. For claims of less than \$75,000, the AAA's Consumer Arbitration Rules will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon filing of the arbitration demand, Carhartt will pay all filing, administration and arbitrator fees for claims that total less than \$75,000. For claims that total more than \$75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which User provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that User is the prevailing party in the arbitration, User will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, Carhartt agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

CLASS ACTION WAIVER. USER AND CARHARTT EACH AGREES THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between User and Carhartt that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to User.

4. Changes.

Carhartt reserves the right, at its sole discretion, to modify or replace the Terms of Service (including any Policy), in whole or in part, at any time. Carhartt will notify Users of any material change in advance of the effective date of any change. Change notices may be communicated by postings on the applicable websites for the Groundbreakers Loyalty Program, or, in the case of Participants, electronic mail or other means as permitted by applicable law. In any case, Users should periodically check the Terms of Service for changes. Continued use of the Service following such notice of any change to the Terms of Service constitutes User's acceptance of those changes. The Terms of Service may not be amended by User, except by a written agreement executed by User and Carhartt.

Carhartt may terminate the Service or discontinue the Groundbreakers Loyalty Program, in whole or in part, at any time, as further provided in Section 8.

5. Eligibility.

You must be at least 18 years of age and located in the United States (including Puerto Rico) or Canada to register for the Groundbreakers Loyalty Program and use the Service. If you do not so qualify, you are prohibited from accessing, using and registering for the Service. Carhartt will not knowingly collect personally identifiable information from any person that is actually known to us to be a child under the age of 13. The Groundbreakers Loyalty Program is available to individuals for their personal use only and is limited to one account per individual. The Groundbreakers Loyalty Program cannot be used for any business or commercial purposes and we may refuse to create an account for any reason. Employees of Carhartt, and its affiliates, and such employees' family members (i.e. immediate family members residing in the same household as the employee) are eligible to participate in the Groundbreakers Loyalty Program. Individuals employed by businesses receiving a business discount and Experticity members (e.g. Promotive and 3.5 members) are not eligible to participate in the Groundbreakers Loyalty Program.

The term **Users** includes all registered and unregistered users that access or use the Service. Each User who properly completes the registration process for the Groundbreakers Loyalty Program, shall be considered a **Participant** for the purposes of the Terms of Service. Users who do not complete the registration process, or whose registration is not accepted, shall have limited access to the Service, if at all. Carhartt may refuse to offer or continue offering the Service to any person or entity and may change its eligibility criteria from time to time.

6. Registration.

To register for the Groundbreakers Loyalty Program, an eligible individual must complete the registration process online by providing Carhartt with current, complete and accurate information at www.carhartt.com/content/groundbreakers-signup or its successor site or online at a participating Carhartt retail store location, as more specifically required by the then current registration procedures. By way of illustration and not limitation: prospective Participants may be required to provide their name, username, password, legitimate electronic mail address and certain additional information (such as, for example, preferred contact method and products and services of interest); in order to obtain or access certain aspects of the Service, Participants may also elect to provide access to certain information related to user activity at social networking sites (such as, for example, Twitter, Facebook, FourSquare and Instagram). The social networking sites may require that you consent to the sharing of information with Carhartt as part of the Groundbreakers Loyalty Program. In order to obtain certain Services applicable to the Groundbreakers Loyalty Program (as further described below), Participants may be required to provide mobile telephone account information. Participants shall maintain and update their registration data from time to time, to ensure that it is always current, complete and accurate. Carhartt may refuse to accept an application to register as a Participant in the Groundbreakers Loyalty Program, in its sole discretion.

Upon acceptance of registration application, Carhartt will provide access credentials to the Participant. Each Participant is solely responsible for maintaining the confidentiality of his/her access credentials and other account information, and will be solely liable for any and all activities under his/her account. Participant shall be responsible for keeping all account information up-to-date. Participant agrees to notify Carhartt immediately of any unauthorized use of Participant's account or any other breach of security. Only one account may be associated with a single user and a single e-mail address. In the event of a dispute over the identity of the user registered in the Groundbreakers Loyalty Program, the user will be deemed to be the authorized account holder of the e-mail address submitted at the time of registration. For purposes of these Terms of Service, the "authorized account holder" is the natural person who is assigned to the submitted e-mail address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

7. Privacy.

Carhartt's current *Privacy Policy* is available at www.carhartt.com/content/carhartt-privacy-policy.

Carhartt will use information provided regarding a Participant's activity on social networking sites only as permitted under the Privacy Policy and for the purpose of providing the Service to Participant, and will not otherwise attempt to obtain information from (or post information using) such accounts.

8. How the Program Works and Program Benefits.

The Groundbreakers Loyalty Program provides Participants the opportunity to receive and redeem loyalty rewards points (*Points*), on an individual basis and solely for their own account. The Groundbreakers Loyalty Program may be structured to offer certain benefits based on the Participant's current number of "redeemable" Points (that is, Points that have been received and that have not previously been redeemed).

Participants in good standing will receive 5 Points for every \$1 spent on qualifying purchases at Groundbreakers Loyalty Program-participating locations (as defined herein) and online at participating Groundbreakers Loyalty Program websites. You are only eligible to receive Points for qualifying purchases made through Carhartt.com or Carhartt company stores under the Groundbreakers Loyalty Program. Bulk, wholesale or purchases made with other discounts and/or special pricing do not qualify. Sales tax and shipping costs do not qualify. Excluded purchases are listed at www.carhartt.com/content/groundbreakers-about-faq. Points may be redeemed for rewards as set forth at www.carhartt.com/content/groundbreakers-rewards

For your purchase to qualify for the Groundbreakers Loyalty Program, you must be enrolled as a Participant in the Groundbreakers Loyalty Program and (a) your account must be linked to your online Groundbreakers Loyalty account at the time of purchase online; or (b) you must provide your Groundbreakers Loyalty account identification number when making your purchase at a participating Carhartt company store. Failure to present an account identification number at time of purchase may delay point accumulation or prevent you from receiving points. Once you receive a certain number/level of points, you may be eligible for certain rewards applicable to that number of points, which rewards may change from time to time and may be offered on a limited basis. Eligible purchases and other opportunities to receive points will be posted on the Groundbreakers Loyalty websites or may be published through other media (e.g., in-store, in marketing communications, social media, etc.).

From time to time, Carhartt may further establish (at its sole discretion) loyalty criteria pursuant to which Participants are eligible to receive additional points (such as, for example: by registering for this Service; by sharing User Content at the Program; by engaging in certain specified activities

like visiting or watching videos; by engaging in certain specified activities related to social networks). Carhartt is under no obligation to provide to Participants any particular number opportunities to receive Points, special offers, or to send messages to them.

Registration will expire and your Groundbreakers Loyalty account will be cancelled if your account remains inactive for a period of 24 months or more. Accordingly, once you register for the Groundbreakers Loyalty Program, if you do not make a purchase for which you will receive Points within your Groundbreakers Loyalty account within twenty-four (24) months of your initial registration or the last recorded purchase for which you received Points, Carhartt reserves the right to cancel your account. Upon cancellation of your account, any unused points will not be able to be redeemed. Carhartt may, at its discretion, send you periodic notifications to remind you that your account will expire upon the 24th month of purchase inactivity. However, it is your responsibility to monitor your Groundbreakers Loyalty account and Points status.

It may take up to 10 (ten) business days for points from eligible purchases to post to your Groundbreakers Loyalty Program account. If you make a qualifying purchase, you will receive Points when your qualifying purchase ships. We are not responsible for failure, delay or error by a program-participating store in notifying us of Points to be awarded. You must contact Customer Service via e-mail or telephone within one-hundred and twenty (120) days after the date the purchase or other program activity took place. We are not responsible for late notifications about purchases or other program activities not being credited to a Groundbreakers Loyalty Program account.

Participant acknowledges and agrees that:

- Points have no "real world" or cash value, are non-transferable, and you have no property rights in or to rewards or other Groundbreakers Loyalty Program benefits or privileges.
- Points have no purpose or use except in exchange for benefits or privileges (if any) offered by Carhartt via the Service.
- Redemption offers may be time-limited or available only in limited quantities.
- Purchase balances and/or Points awarded to your account will be decreased or reversed, as applicable, if part or all of the purchase is returned or cancelled or if the credit is obtained through fraudulent or other activity that violates these Terms of Service, as determined by Carhartt, in our sole discretion.
- Points are non-transferable and cannot be redeemed by, or sold or otherwise transferred to, any other Participant of this program or other User.
- Upon termination of a Participant's registration for any reason, the Participant will no longer be able to redeem any Points that he/she has received to the extent permitted by law, regardless of how they were acquired by Participant.
- Carhartt's ability to accurately award Points to Participant's account based on activities at social networking sites may be restricted by the terms, conditions or functions of such sites.
- Points are not valid unless received in strict compliance with the requirements as established and intended by Carhartt, and Participant shall not attempt to receive Points by any means (including without limitation, by using any script, bot or other automated means) that only simulates compliance with the applicable requirements.
- Carhartt's good faith determination of the amount of Points available to any Participant hereunder shall be final and binding.
- Any applicable tax liabilities resulting from rewards provided or Points received under the Groundbreakers Loyalty Program are the responsibility of the Participant.
- Rewards cannot be exchanged or returned for Points, another product or a monetary refund.

We reserve the right to change Groundbreakers Loyalty Program rewards/benefits, how you earn Points and how we evaluate and reward your eligible purchases and/or other program, activity. We reserve the right to place limits on the number of purchases or activities that are eligible for the Groundbreakers Loyalty Program, and/or for any Point level, the number or types of rewards you may receive or earn at any given Point level, in a given time period or for the duration of the Groundbreakers Loyalty Program, and/or any combination thereof. In receiving Points, you may not rely upon the continued availability of any rewards or Points redemption for a reward. You may not be able to obtain all offered rewards. Any reward may be withdrawn or subject to increased Point redemption requirements and/or new restrictions at any time.

9. Termination and Sunsetting.

Carhartt may terminate or suspend any User's access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If a Participant wishes to terminate its registration and account for the Groundbreakers Loyalty Program, Participant may do so at any time by sending an email to Just_Ask_Us@Carhartt.com that includes Participant's electronic mail address and specifies to which account the termination applies.

Upon any termination, all rights and obligations of the parties shall cease and User shall immediately cease using the Service, except that (a) all remedies of Carhartt for breach of the Terms of Service shall survive and (b) the provisions of Sections 3, 9 (second paragraph), 15 – 19 (inclusive), 21, 22 and 23 shall survive. After termination, Carhartt has no obligation to maintain any content in User's account (including without limitation, records regarding Participant's points, which will be irrevocably forfeited) or to forward any unread or unsent messages to Participant or any other User or third party. Except as otherwise provided in this Section 8 in the event of termination or sunsetting of the Groundbreakers Loyalty Program by Carhartt, upon termination of a Participant's account, Participant will no longer receive additional Points and all unredeemed points will be forfeited.

In the event Carhartt determines to terminate or sunset the Groundbreakers Loyalty Program (without a substitute program), Carhartt will provide notice to Participants in accordance with these Terms of Service which will include instructions on redemption of o valid unredeemed points (the "Redemption Period"). After the Redemption Period, all Groundbreakers Loyalty Program accounts will be canceled and unredeemed points will no longer be redeemable. The Program and its benefits are offered at our sole discretion. We may, in our discretion, cancel, modify, restrict or terminate these Terms of Service, our FAQs, and/or the Groundbreakers Loyalty Program or any aspect or feature of the Program at any time without prior notice, even though such changes may affect the value of rewards or benefits already accumulated or earned and/or the ability to redeem accumulated rewards.

10. Fees.

Except as expressly provided otherwise in the Terms of Service, each Participant or other User is solely responsible for all of its costs and expenses related to use of the Service.

11. User Rules and Conduct.

The Service is provided to Users only for their personal, noncommercial use. Any unauthorized use of the Service (including without limitation, accessing the Groundbreakers Loyalty Program or other aspect of the Service for which the User is not authorized, or any commercial use not expressly permitted in the Terms of Service, such as, for example, reselling any content or information to third parties) is expressly prohibited. Each User is solely responsible for all acts or omissions that occur under its account, username or password, including content and information posted to or transmitted via the Service ("User Content").

As a condition of use, each User hereby promises that it will not use the Service for any purpose that is unlawful, commercial in nature (such as, for example, raising money for anyone,

advertising or promoting any product, service, pyramid scheme or other venture) or prohibited by the Terms of Service or any Other Agreement, or any other purpose not reasonably intended by Carhartt. User agrees to abide by all applicable local, state, national and international laws, regulations and rules. Without limiting the foregoing, Users shall not use the Service for the purpose of money laundering, bid rigging, price fixing or other unlawful collusion, price signaling or exchange of competitively sensitive data or information.

By way of example, and not limitation, each User agrees not to (a) take any action or (b) upload, post, submit or otherwise distribute or facilitate distribution of any User Content (including text, communications, software, photographs, videos, sound recordings, data or other information) using any communications service, discussion forum, directory, survey, feedback or other service available on or through the Service, in any manner, that:

- is unlawful, deceptive, misleading, fraudulent, threatening, abusive, harassing, libelous, invasive of another's privacy, tortious, obscene, profane or which otherwise violates the Terms of Service or any Other Agreement;
- infringes any patent, trademark, trade secret, copyright, right of publicity, privacy right or other right of any party;
- reveals any personal information about another individual, including another person's name, address, phone number, electronic mail address, credit card information or any other information that could be used to track, contact or impersonate that person;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"), chain letters or any form of lottery or gambling;
- imposes an unreasonable or disproportionately large load on Carhartt's computing, storage or communications infrastructure, or attempts to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or otherwise;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware or network system or to damage or obtain unauthorized access to any system, data or other information of Carhartt or any third party;
- creates program accounts by any automated means or under false or misleading pretenses;
- harvests, scrapes or collects any information from the program or Service;
- disguises the source of User Content posted by User; or
- impersonates any person or entity, including any employee or representative of Carhartt or its affiliate.

Participants agree that Points are not valid unless received strictly in compliance with the requirements as established and intended by Carhartt, and Participant shall not attempt to receive points by any means (including, without limitation, by using any script, bot or other automated means) that only simulates compliance with the applicable requirements. Participants shall perform all of their obligations in respect of any Groundbreakers Loyalty Program transaction entered into in connection with using the Service.

Carhartt may, at its sole discretion, immediately suspend or terminate any User's access to the Service should their conduct fail (or appear to fail) to strictly conform to any provision of this section.

12. Content.

Carhartt has no obligation to monitor the Service or any User's use thereof. However, Carhartt reserves the right at any time and without notice to monitor, review, retain or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request or investigation (including law enforcement).

Carhartt has no obligation to pre-screen, authenticate, validate, monitor, moderate or edit any User Content. However, Carhartt and its agents have the right, at their sole discretion, to remove at any time any User Content that, in Carhartt's judgment, does not comply with the Terms of Service or any Other Agreement or otherwise appears harmful, objectionable or inaccurate. Carhartt is not responsible for any failure or delay in removing any such content.

User shall not post any confidential content or other proprietary information that it desires to or is under obligation to keep secret.

13. Third Party Sites.

The Service may permit Users to access the Service from and to link from the Service to other websites on the Internet, including without limitation, separate websites affiliated with Carhartt and their partners. These other websites are not under Carhartt's control, and User acknowledges and agrees that Carhartt is not responsible for the accuracy, legality, appropriateness or any other aspect of the content or function of such websites. The inclusion of any such link does not imply endorsement of the website by Carhartt or any association with its operators. Additional or different terms and conditions may apply when Users are accessing and using such other websites.

14. Participation in Promotions of Affiliates.

Any dealings by Users with advertisers, vendors and other third parties (collectively, **Program Affiliates**) via the Service, or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between the User and Program Affiliate or other third party. Carhartt is not responsible or liable for any part of any such dealings or promotions.

15. Proprietary Rights.

User acknowledges and agrees that the Groundbreakers Loyalty Program, Service and all content and materials created by or for Carhartt and made available on the Groundbreakers Loyalty Program and Service are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, and Carhartt (and its licensors) shall own and retain all rights, title and interests (including all intellectual property and proprietary rights) therein and thereto. Unless and only to the extent expressly authorized by Carhartt, each User agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of the Groundbreakers Loyalty Program, Service or such content and materials. However, unless the Service otherwise restricts the User from doing so, User may print or download a reasonable number of copies of the materials or content from the Groundbreakers Loyalty Program or Service for the User's personal, noncommercial purposes; provided, that User retains all copyright and other proprietary notices contained therein. Systematic retrieval of data or other content from the Groundbreakers Loyalty Program or Service by any User to create or compile, directly or indirectly, a collection, database or directory is strictly prohibited without Carhartt's express prior written permission.

IMPORTANT:

If User desires to make any use of any Service content for any purpose other than personal, noncommercial reference, then User shall first secure permission from the owner of that content.

Reproducing, copying or distributing any content, materials or design elements from the Service for any other purpose is strictly prohibited without Carhartt's express prior written permission. Attempting to access or use the Groundbreakers Loyalty Program, Service, content or materials for any purpose not expressly permitted in the Terms of Service is prohibited.

16. License to Carhartt Inc.

By uploading, posting, submitting or otherwise distributing User Content of any kind to the Service, each User hereby:

- grants and agrees to grant to Carhartt, Inc. and its affiliates and licensees a non-exclusive, transferable, perpetual, irrevocable, non-exclusive, royalty-free right and license (with right to sublicense) to use, reproduce, publicly display, publicly perform, adapt, collect, modify, delete from, distribute, transmit, promote and make derivative works of the User Content, in any form, solely for the purposes of offering, providing, marketing and promoting the Program and Service (including without limitation, being exported under content sharing arrangements with other websites); and
- represents and warrants that all User Content includes appropriate attribution to the copyright owner; and
- represents and warrants to Carhartt, Inc. that User owns or otherwise controls all rights to such User Content and that public disclosure and use of the User Content by Carhartt, Inc. (including without limitation, publishing content at the Program) will not infringe or violate the rights of any third party; and
- acknowledges and agrees that the User Content is intended to and will be made available to, and used by Carhartt, Inc. and other Users.

IMPORTANT:

User agrees that he or she will not contribute any User Content unless User has all of the rights (including rights from the copyright owner) necessary to grant Carhartt, Inc. the use license, and to satisfy all of the warranty requirements, described above.

Notwithstanding the foregoing, the Service may provide each User with the ability to remove some or all of the User Content posted to the Service by such User. Following any such removal, Carhartt will use commercially reasonable efforts to discontinue any further display, performance and distribution of such User Content by Carhartt at the Service; *provided, however*, User acknowledges and agrees that Carhartt may continue using such User Content in the same manner and for the same purposes as it did prior to removal of such content (such as, for example, content used in any advertising created prior to removal) and that Carhartt shall have no responsibility or liability in respect of any content that has been exported by Carhartt or shared with other Users via the Service or that has been downloaded or copied by Users to other websites, systems and devices.

17. Disclaimer of All Warranties.

THE GROUNDBREAKERS LOYALTY PROGRAM AND SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE GROUNDBREAKERS LOYALTY PROGRAM AND SERVICE ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CARHARTT AND THEIR RESPECTIVE AFFILIATES, CONTRACTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, PARTNERS, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED. USER'S USE OF THE SERVICE IS SOLELY AT ITS OWN RISK.

18. Limitation of Liability.

User agrees that Carhartt, Inc. and its affiliates shall not be responsible or liable for any unauthorized access to, alteration or use of User's account, transmissions or data, any material or data sent or received or not sent or received through the Service. User agrees that Carhartt, Inc. or its affiliates is responsible or liable for any threatening, defamatory, obscene, offensive, illegal or other content or conduct of any third party or any infringement of another's rights, including intellectual property rights.

IN NO EVENT SHALL CARHARTT OR ANY OF THEIR RESPECTIVE AFFILIATES, CONTRACTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, PARTNERS, LICENSORS AND SUPPLIERS BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE GROUNDBREAKERS LOYALTY PROGRAM OR SERVICE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS PAID TO CARHARTT BY USER (AND RETAINED BY CARHARTT HEREUNDER DURING THE PREVIOUS 12-MONTH PERIOD) OR USD \$50.00, WHICHEVER IS GREATER, EVEN IF CARHARTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES (INCLUDING NEW JERSEY) AND OTHER JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

19. Indemnification.

User agrees to (a) defend Carhartt, Inc., its affiliates and their respective employees, contractors, officers, directors, members, partners and representatives against any action or suit by a third party that arises out of any transaction with other Program Affiliate or other Participant in which User is involved, User's use or misuse of the Service, or User's breach of any of its representations, warranties or covenants under the Terms of Service and (b) indemnify Carhartt, Inc. for any settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such a claim. Carhartt, Inc. as applicable, reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will assist and cooperate with Carhartt, Inc. in asserting any available defenses.

20. International Use.

Carhartt makes no representation that the Service is appropriate or legally available for use in locations outside the United States and Canada, and accessing and using the Service is prohibited from territories where doing so would be illegal. Users that access the Service from other locations do so at their own initiative and are responsible for compliance with local laws.

21 Choice of Law.

A printed version of the Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of

Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms of Service are governed by the Federal Arbitration Act, applicable federal law, and the laws of the state of Michigan, excluding its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms of Service. Arbitration or court proceedings must be in the county and state of the User's address identified in the User's notice requesting arbitration (pursuant to Section 3 above), but not outside the U.S. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Service, including without limitation, this section.

22. Integration and Severability.

The Terms of Service (including the Policies, and together with any Other Agreements) are the entire agreement between User and Carhartt with respect to the Service and use of the Groundbreakers Loyalty Program, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between User and Carhartt with respect to the Service. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service will otherwise remain in full force and effect and enforceable.

23. General Provisions.

User's rights and obligations under the Terms of Service are personal to User, and are not assignable, transferable or subject to sublicense by User except with Carhartt's prior written consent. Carhartt may assign, transfer or delegate any of its rights and obligations hereunder without consent. All waivers, consents and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of the Service or Terms of Service, and neither party has any authority of any kind to bind the other in any respect. All notices under the Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

24. Copyright and Trademark Notices.

The Terms of Service and all content provided by Carhartt are copyrighted works of Carhartt Inc. and/or its licensors or suppliers. Carhartt is the trademark of Carhartt Inc. The names and logos used in connection with the Program are the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

25. Contact Us.

If you have questions regarding the Groundbreakers Loyalty Program or your Groundbreakers Loyalty account, please contact us by mail, email or phone using following contact information:

Carhartt, Inc.
5750 Mercury Drive
Dearborn, MI 48126
Attn: Customer Support
Email: Just_Ask_Us@Carhartt.com
1-800-833-3118