



Jacuzzi Hot Tubs (“Jacuzzi” or “Sponsor”) is offering authorized Jacuzzi® hot tubs dealers in the USA and Canada (excluding dealers in Quebec and “Le Club Piscine” stores in Quebec or Ontario, Canada), the opportunity to extend to customers either of the following 2 mutually exclusive offers based on the Terms and Conditions below: (1) an instant rebate off the purchase price of select models of Jacuzzi® brand hot tubs (“Instant Rebate Offer”), **OR** (2) 0% financing on approved credit for 36/48/60 months (as well as 72 months only in the United States) for the purchase of select models of Jacuzzi® hot tubs financed through promotional offers by Wells Fargo in the United States and Financeit in Canada (“Financing Offer”). Instead of the regular 0% financing offer, Dealers in Canada can offer through Financeit a deferred payment option for 3/6/9/12 months as the Financing Offer. (In regard to the Financing Offer, Jacuzzi will only be advertising 0% financing on approved credit for 60 months in the US and Canada.). 0% financing on approved credit for 36/60 months is offered in the United States only for the purchase of select models of Jacuzzi® swim spas financed through promotional offers by Wells Fargo.

In addition to these 2 promotional offers, Sponsor is offering a giveaway of up to 40 prizes valued at up to \$500 each, through Sponsor’s promotional partner, Snappy. The giveaway does not require a purchase, but a participating dealer that submits one of the above promotional offers through Sponsor’s Redemption Site, will be entering its customer into the Giveaway. **HOWEVER, A PURCHASE WILL NOT INCREASE AN ENTRANT’S CHANCE OF WINNING.** These promotional offers are subject to the following terms and conditions, and **Dealer participation is required.**

TERMS AND CONDITIONS OF PROMOTIONS
Promotion Dates: June 24, 2022 – July 4, 2022

The following offers cannot be combined.

Instant Rebate Offer

For each sale of an eligible hot tub to an eligible hot tub end-user/buyer (“Buyer”) by an authorized and participating Jacuzzi® hot tubs dealer (“Dealer”) pursuant to these Terms and Conditions, Buyer shall receive an instant rebate (“Instant Rebate”) in the amount set forth in the chart below, of which Jacuzzi will credit Dealer’s account the Dealer Credit set forth in the chart below. Dealer is responsible to contribute the other portion of each Instant Rebate. Instant Rebate must be given to Buyer at the time of purchase and reflected on the sales invoice and cannot be delivered to the Buyer after the sale. Eligible hot tubs include new, first quality 2020 or newer model year Jacuzzi® brand J-400™, and J-300™ series model hot tub. Demo, reconditioned, “as is” or any other non-first quality hot tubs are not eligible for this promotion.

<u>Jacuzzi® Model</u>	<u>Instant Rebate</u>	<u>Dealer Credit</u>
J-400™ Series	\$1,000	\$600
J-300™ Series	\$600	\$300

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Financing Offer

Participating Dealers that use Wells Fargo financing in the United States or Financeit in Canada, through Sponsor’s promotional financing may offer a Buyer of any new, first quality 2020 or newer model year Jacuzzi® brand J-500™, J-400™ and J-300™ series model hot tub purchased during the Promotion Dates, 0% financing for 36/48/60 (and 72 in the United States only) months. (Instead of the regular 0% financing offer, Dealers in Canada can offer through Financeit a deferred payment option for 3/6/9/12 months as the Financing Offer.) Participating Dealers that use Wells Fargo financing in the United States, through Sponsor’s promotional financing may offer a Buyer of any new, first quality 2020 or newer model year Jacuzzi® brand PowerActive J-19™, PowerActive J-16™, PowerPro J-16™, PowerPro J-19™, and PowerPlay J-13™ series model swim spa purchased during the Promotion Dates, 0% financing for 36/60 months. (Swim spa purchases do not qualify as a Financing Offer for entry into the Giveaway, although buyers can still enter on their own. See Consumer Terms and Conditions for details.) Demo, reconditioned, “as is” or any other non-first quality hot tubs or swim spas are not eligible for this promotion.

Sponsor and Dealer buy down to be able to offer these promotional rates are:

USA Dealer Buy Down

<u>Jacuzzi® Model</u>	<u>Financing Term</u>	<u>Jacuzzi/Dealer Buy-Down</u>
J-500™ Series J-400™ Series J-300™ Series	36 months (NOT ADVERTISED)	3.00% Jacuzzi 8.50% Dealer
	48 months (NOT ADVERTISED)	4.00% Jacuzzi 9.50% Dealer
	60 months	4.00% Jacuzzi 9.50% Dealer
	72 months (NOT ADVERTISED)	5.00% Jacuzzi 12.50% Dealer

<u>Jacuzzi® Swim Spa Model</u>	<u>Financing Term</u>	<u>Jacuzzi/Dealer Buy-Down</u>
PowerActive J-19™ PowerActive J-16™ PowerPro J-19™ PowerPro J-16™ PowerPlay J-13™	36 Months	4.00% Jacuzzi 7.50% Dealer
	60 Months (NOT ADVERTISED)	4.00% Jacuzzi 11.50% Dealer

Canada Dealer Buy Down for 0% Financing Offer

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<u>Jacuzzi® Model</u>	<u>Financing Term</u>	<u>Jacuzzi/Dealer Buy-Down</u>
J-500™ Series J-400™ Series J-300™ Series	36 months (NOT ADVERTISED)	5.00% Jacuzzi 7.99% Dealer
	48 months (NOT ADVERTISED)	6.00% Jacuzzi 13.99% Dealer
	60 months	7.00% Jacuzzi 17.99% Dealer

Canada Dealer Buy Down for Deferred Payment Financing Offer

<u>Jacuzzi® Model</u>	<u>Financing Term</u>	<u>Jacuzzi/Dealer Buy-Down</u>
J-500™ Series J-400™ Series J-300™ Series	3 months (NOT ADVERTISED)	1.99% Jacuzzi No cost to Dealer
	6 months (NOT ADVERTISED)	4.49% Jacuzzi No cost to Dealer
	9 months (NOT ADVERTISED)	6.49% Jacuzzi No cost to Dealer
	12 months (NOT ADVERTISED)	6.99% Jacuzzi 2.00% Dealer

A participating dealer must pay for their applicable portion of the interest rate buy down, as set forth above, to be able to extend this offer.

All credit decisions are solely made by Wells Fargo/Financeit.

United States Residents- The financing offer is available through the Wells Fargo Outdoor Solutions credit card issued by Wells Fargo Bank, N.A., an Equal Housing Lender. Special terms for 3 years (36 months), 4 years (48 months), 5 years (60 months) or 6 years (72 months) apply to qualifying purchases charged with approved credit at participating dealers. The special terms APR will continue to apply until all qualifying purchases are paid in full. The monthly payment will be the amount that will pay for the purchase in full in equal payments during the promotional (special terms) period. The APR for Purchases will apply to certain fees such as a late payment fee or if the card is used for other transactions. For new accounts, the APR for Purchases is 28.99%. If any interest is charged in any billing cycle, the minimum interest charge will be \$1.00. This information is accurate as of 2/8/2022 and is subject to change. For current information, call 1-800-431-5921. Offer expires 7/4/2022. Financing Plan Codes for eligible hot tubs are 4875 (36 months), 4876 (48 months), 4877 (60 months) and 4878 (72 months), but subject to change. Confirm Plan Code(s) used with Wells Fargo. Dealer must provide customers with details, as provided by Wells Fargo. Offers available 6/24/22-7/4/22.

Canada Residents- 0% APR for 36/48/60 Months (or deferred payment option for 3/6/9/12 months) financing available OAC (on approved credit) through Dealer Promotional Notice: June 24, 2022 – July 4, 2022



Finaceit. Regular equal monthly payments required during the promotional period of 36/48/60 months offer. Dealer must provide customers with details, as provided to Dealers by Finaceit. Rates and terms subject to change. For more details visit finaceit.io. Offer expires 7/31/2022. Offers available 6/24/2022-7/31/2022.

General Terms and Conditions Applicable to Both Offers

Dealer participation is required for these promotions, and the offers cannot be combined. These promotional offers are not valid on exchanges or returned products or in conjunction with other offers. Offers are not valid on prior purchases.

For eligible hot tubs and swim spas purchased by Buyer, Sponsor must receive a full and complete order from Dealer no later than July 7, 2022. Dealer must also enter the sale and financing (if applicable) information into the Jacuzzi Hot Tubs website located at http://jacuzzidealerdata.com/notsecure/macro/Sales_Promo_jac2022springC.d2w/base?PC=2022springC (Redemption Site") between June 24, 2022 to July 8, 2022 ("Close Date") in order to receive its appropriate rebate credit or financing credit from Sponsor, and the site will close at 11:59 p.m. Pacific Time on the Close Date. **(SWIM SPA FINANCING DOES NOT NEED TO BE SUBMITTED THROUGH THE REDEMPTION SITE.)** No late submissions will be accepted. Sponsor reserves the right to audit Dealer's sales records pertaining to any claimed Instant Rebate or Financing Offer to confirm eligibility for the promotion(s) and compliance with these Terms and Conditions, and Dealer consents to audit(s) of the records by submitting a claim.

Along with a Redemption Site submission, Dealer must also provide the customer's email address and proof of purchase ("Sales Slip") as an uploaded document onto the Redemption Site. Redemptions submitted in the form of email will not be accepted. Within two (2) business days of receiving a valid redemption submission, Dealer will be emailed a Proof of Redemption ("POR") form receipt. Please watch for confirmations and contact Sponsor at once if confirmation is not received at 866-271-2586.

For Dealer to receive rebate credit or financing credit, Buyer must take delivery of the eligible hot tub or swim spa and the eligible hot tub/swim spa warranty must be registered no later than July 7, 2023 ("Final Date"), with any applicable loan approved and funded by Wells Fargo/Finaceit under the applicable promotional rate if Buyer selects the Financing Offer. If for any reason the warranty on an eligible hot tub/swim spa is not registered or the warranty information does not match that of its corresponding Sales Slip or Redemption Site submission, or Buyer cancels their purchase or can no longer take delivery of the hot tub/swim spa, on or before the Final Date, the sale will not be approved, and Dealer will not receive any otherwise applicable rebate or financing credit from Sponsor. Dealer must promptly notify fulfillment team at hottub-promo@techbarn.com, if any such delay or cancelation occurs. Sponsor will provide dealer with rebate credit or financing credit amount listed in the chart above within thirty (30) days of the warranty registration date, so long as all other Terms and Conditions are met.

Warranties are not transferrable, unless such a restriction is expressly prohibited by applicable law. Sponsor is not responsible for late, incomplete or misdirected Sales Slips

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or registered warranties, regardless of the reason. Sponsor will provide participating Dealers with the financing plan codes if not provided, or are different from what is set forth, herein.

Eligible hot tubs must be installed in the USA or Canada (excluding Quebec, Canada) and eligible swim spas must be installed in the USA. Sponsor reserves the right to modify, substitute or end either promotion without notice. Sponsor and those involved in the development, handling, production, implementation and distribution of the promotions, and their advertising or promotion agencies, parent companies, agents, officers, employees, licensees, subsidiaries or affiliates, service providers, credit suppliers, or any other persons/entities directly associated with these promotions (collectively "Promotion Entities") are not responsible or liable for multiple submissions, incomplete submissions, redemption forms that are entered by other than human means (such as by an automated computer program or any non-human mechanics), or that are late, destroyed, incomplete, lost, misdirected, forged, damaged, mutilated, tampered with or promotion forms that are otherwise not in compliance with these Terms and Conditions (whether due to the fault of the entrant, Sponsor, or any other Promotion Entity), and all such promotion entries that do not strictly comply with the Terms and Conditions will be disqualified. Any person attempting to defraud Sponsor or tamper with promotion in any way will be prosecuted to the full extent permitted by law and will not receive any applicable promotion credit.

Promotion Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of a promotion supplier or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. Sponsor shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity arising out of or relating to the promotions, even if caused by the negligence of Sponsor.

By participating, Dealer agrees that Promotion Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with these promotions (including, but not limited to, misprinted or typographical errors on the Web Site, these Terms and Conditions, or other promotional materials), acceptance/possession and/or use or misuse, and/or defects of any product even if caused by the negligence of the Sponsor and/or Promotion Entities. Dealer also agrees that Promotion Entities shall not be responsible for unauthorized intervention, online traffic/congestion, or any technical malfunctions of the telephone network, computer online system, computer equipment, software, interruption or inability to access or utilize the assets/tools designated for these promotions on the Redemption Site for any reason, or any combination thereof. Dealer releases Promotion Entities from any and all liability/responsibility with respect to the promotional offers (including any property loss, personal injury, or death).



By Participating, Dealer agrees to indemnify and hold harmless Promotion Entities from any and all liability resulting or arising from the promotion, to release all rights to bring any claim, action or proceeding against Promotion Entities, and hereby acknowledge that said Promotion Entities have neither made nor are in any manner responsible or liable for the payment of the promotions to any Buyer/consumer. Dealer agrees to indemnify and hold harmless the Promotion Entities, including without limitation Sponsor, and each of them from and against any and all liability, damages, costs, attorney fees, etc. incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by Buyer or Dealer upon the Promotion Entities in these Terms and Conditions.

Limit one rebate credit OR Instant Rebate credit per hot tub/swim spa purchase. Promotional offers from Sponsor cannot be combined.

PERSONAL INFORMATION: The Sponsor is collecting personal information about the Buyer and Dealer in administering these promotions. Buyer's and Dealer's personal information may be used for the administration of these promotions, including in aggregated, non-personal form to create reports regarding purchaser demographics and consumer habits, which reports the Sponsor may disclose to others. By participating in these promotions, Dealer consents to the collection, use, storage, sharing and disclosure by the Sponsor (and its officers, directors, employees, agents or representatives) of the personal information provided by you in accordance with the Sponsor's privacy policy (available at <https://www.jacuzzi.com/en-us/privacy-policy.html>).

Rules pertaining to the Giveaway are below.



OFFICIAL RULES OF GIVEAWAY
Giveaway Dates: June 24, 2022 – July 4, 2022

Subject to the following Terms and Conditions, Sponsor will be conducting a random drawing and giving Prizes (defined below) to Entrants during the Giveaway Dates. The drawings and giveaways are subject to the following terms and conditions.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING.

READ CAREFULLY: This Giveaway will run in accordance with these Rules. The Sponsor (as defined below) reserves the right, subject to any required approval of any regulatory authorities, to cancel, amend, modify or terminate the Giveaway or these Rules at any time in its sole discretion and without further notice. Changes to these Rules will be posted online at www.jacuzzi.com. You must comply with these Rules and you will be deemed to have received, understood and agreed to these Rules if you participate in the giveaway.

Open to legal residents of the 47 United States and the District of Columbia (excluding Florida, New York and Rhode Island), and Canada (excluding the province of Quebec, Canada) who are the age of majority in their state/province of residence at time of entry. Void wherever prohibited by law. Employees of Jacuzzi Hot Tubs and its parents and its and their respective affiliates, subsidiaries, advertising and promotion agencies and suppliers (collectively, "Sponsor") and the immediate family members (i.e. spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of each are not eligible. By participating, entrants agree to be bound by the Rules and the decisions of the Sponsor.

TO ENTER GIVEAWAY: There are two (2) ways to enter: (i) **PURCHASE:** Entrants making a purchase of a qualifying J-400™ or J-300™ Collection hot tub pursuant to the Instant Rebate or purchase a qualifying J-500™, J-400™ or J-300™ pursuant to the Financing Offer, at a Participating Dealer during the Giveaway Dates qualify, by having the Participating Dealer submit their promotional offer into a redemption website, or (ii) **WRITE-IN:** On a postcard or a card that is no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches, legibly handwrite your complete name, mailing address, phone number and email address, and mail it (postage prepaid) to: Jacuzzi Hot Tubs July 2022 Giveaway, 17872 Gillette Ave., Suite 300, Irvine, CA 92614. All write-in entries must be postmarked by July 4, 2022 and received by July 11, 2022. There is a limit of one (1) write-in entry per envelope/postcard. Each envelope/postcard is considered one (1) entry into the Giveaway. Multiple entries submitted or completed by anyone are void. No mechanical reproductions will be accepted. Write-in entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win.

Sponsor and Giveaway Entities are not responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects,

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delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Sponsor is not responsible for failure of a Participating Dealer to properly submit an entry. Only fully completed entries received by Sponsor are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

PRIZE: Each prize will consist of an electronic link to a website run by Snappy, where each winning Entrant can select a gift up to \$500 in value ("Prize"). The prize pool includes 40 gifts, for a total approximate retail value ("ARV") of the combined 40 Prizes of \$20,000 (U.S.).

PRIZE RESTRICTIONS: Limit one (1) entry per person/household address. No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are void. If you exceed the permitted number of entries per household, you will be disqualified. Sponsor will make no offer of any guarantee, either express or implied, in connection with this Giveaway. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. The prize(s) consist of only those items specifically listed as part of the prize. No substitution or transfer/assignment of prize by entrants/recipients permitted. All federal, state and local taxes are the sole responsibility of the entrant/recipient. All federal, state and local laws and regulations apply. Return of any prize/prize notification as undeliverable will result in disqualification.

RANDOM DRAWING AND CLAIMING OF PRIZE: On or about July 15, 2022, prize winners will be selected in a random drawing from all eligible entries received by the Sponsor. A total of 40 prize winners will be drawn. Odds of winning depend on the number of eligible entries received for the Giveaway. By entering the Giveaway, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Giveaway. To be eligible to receive a prize, all Entrants must have submitted a valid email address with the Giveaway entry. In the event that an Entrant has an incomplete, incorrect or illegible email address, the Entrant will be disqualified and an alternate prize winner will be selected in a random drawing. Each winning Entrant will be notified by email, and will have ten (10) days from Sponsor sending notice to the email address submitted to confirm acceptance of the prize. Failure to respond within ten (10) days will be deemed by Sponsor as a rejection of acceptance of prize, and another random draw from all remaining eligible entries will take place, with the same notification procedure and time to respond applicable. A winning Entrant will be required to provide proof of residency and age to receive prize. Canadian residents claiming a prize must correctly answer a mathematical skill testing question before being declared a winner.

All Entries become the property of Sponsor and will not be returned or acknowledged. Sponsors reserve the right in their sole discretion to cancel or suspend the Giveaway or

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any portion thereof should any causes corrupt the administration, security or proper play of the Giveaway; in which case, Prizes will be awarded via selection by Sponsor among all eligible Entries legitimately received prior to cancellation. In case of dispute, Entries will be declared made by the authorized account holder of the email address or home address used to participate at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email address for the domain associated with the submitted email address.

No more than the stated number of prizes set forth in these Official Rules will be awarded. By entering the Giveaway, you consent to the collection, use, storage, sharing and disclosure by the Sponsor (and its officers, directors, employees, agents or representatives) of the personal information provided by you in the Giveaway Entries in accordance with the Sponsor's privacy policy at <https://www.jacuzzi.com/en-us/privacy-policy.html>), as well as Snappy's privacy policy at <https://www.snappy.com/privacy/privacy-policy>.

Acceptance of any prize constitutes permission to the Sponsor to use winning Entrants name, voice, statements, image and likeness for purposes of advertising and trade, in any medium, without further compensation or notice, unless prohibited by law. Submission of contact information in connection with this Giveaway (whether or not required), including mailing address, phone number, and email address during entry constitutes permission for Sponsor to add entrant to Sponsor's customer database and to contact Entrant in the future for promotional reasons. You may opt-out of receiving such communications as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails).

IN NO EVENT WILL SPONSOR BE LIABLE TO AN ENTRANT OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE GIVEAWAY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Entrant agrees to release, indemnify, defend and hold Sponsor and its parent, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Giveaway, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Giveaway or acceptance or use of a prize or parts thereof, including, without limitation, (i) any condition caused by events beyond Sponsor's control that may cause the Giveaway to be disrupted or corrupted; (ii) any injuries, losses, or damages
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(compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Giveaway; and (iii) any printing or typographical errors in any materials associated with the Giveaway.

ENTRANT WILL HOLD ALL OF THE RELEASED PARTIES HARMLESS IN THE EVENT IT IS DISCOVERED THAT ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE RULES.

THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE GIVEAWAY AND/OR THE AWARDING OF ANY PRIZE.

WINNERS LIST. To obtain a list of winning Entrants, send a self-addressed, stamped envelope to be received by August 10, 2022 to: July 2022 Giveaway Winners, 17872 Gillette Ave. #300, Irvine, CA 92614.