

Vista Outdoor Sales VELOCITY Rewards Program Terms and Conditions

PLEASE READ CAREFULLY. By participating in the Vista Outdoor Sales VELOCITY Rewards Program you hereby represent and warrant that: (i) you have read, understand and accept these Terms and Conditions, as they may be modified from time to time and posted here, (ii) you meet each of the eligibility requirements set forth in these Terms and Conditions, and (iii) consent to collection and use of your information in accordance with these Terms and Conditions and as otherwise set forth in our Privacy Policy located at <https://vistaoutdoor.com/privacy-policy/>.

- 1. Overview of the Velocity Rewards Program:** The Velocity Rewards Program (the "Program") is a loyalty program sponsored by Vista Outdoor ("Sponsor"), through which eligible individuals who successfully register to participate in the Program can earn reward points ("Points") for taking actions or participating in certain Velocity promotions, as further described in Section 6 below, and as set forth in these terms and conditions, which are final and binding but are subject to change at Sponsor's sole discretion ("Terms and Conditions"). Membership rewards and points are valid only as set forth herein, and are not redeemable for cash.
- 2. General Membership Guidelines:** Membership in the Velocity Rewards Program is open to full-time or part-time sales associates who sell Vista Outdoor qualified products, who are employees, in good standing, of a Vista Outdoor authorized account who is at least 18 years of age or older (19 if a resident of AL or NE) and reside in the 50 United States or District of Columbia ("Employee"). Membership and any rewards for which an Employee is eligible to earn are nontransferable, not substitutable, and subject to these Terms and Conditions, which may be updated from time to time and posted here. Your continued participation in the Program after such posting will constitute your acceptance of any changes to the terms and conditions.
- 3. Eligibility:** The Program is provided to Employees as defined in Section 2 above. Employees of Vista Outdoor Sales LLC, and its affiliates, divisions, subsidiaries, marketing, and promotion agencies (collectively, the "Promotion Entities") and their immediate families are not eligible to participate in the Program. The Program is not open to the general public and is void outside the 50 United States and DC and where prohibited by law.

4. **Duration of Program:** The Velocity Rewards Program may end on any date determined by Sponsor at Sponsor's sole discretion ("Program Period"), by providing notice on the Website at least 30 days prior to such end date. Sponsor reserves the right to suspend, modify, extend, or cancel the Program, at its sole discretion, at any time, by providing at least 30 days prior notice on the Website. In the event the Program is terminated early, any accumulated points you have may be affected and forfeited at Sponsor's sole discretion, and we will advise you of changes by email and/or a message on the Velocity Rewards Program website (the "Website").
5. **Enrolling in the Program:** You may enroll in the Program at promotions.vistaoutdoor.com/velocityprogram (the Website). To enroll, you must create an account by supplying your first and last name, phone number, address, email address, country, confirm age eligibility, and create a password (hereinafter, your "Account"). By enrolling, you agree to acceptance of these Terms and Conditions, you shall be considered a Velocity Rewards Program Member ("Member"). You may hold only one Account. The individual who is the authorized email account holder of the email address provided at the time of enrollment will be deemed to be the Member. Please note: if you change your country at any time during the Program Period, your Account will be deactivated, and your Membership will be terminated, and any Points in your Account will be forfeited.
6. **Earning Program Reward Points:** Reward points ("Points" or "Reward Points") can be earned based on individual Member sales of qualifying products to end users. Qualifying products may vary during the Program Period, depending on the various Program promotions ("Promotions") that a Member has opted to participate in, which are offered from time to time by Sponsor as further described on the Website ("Qualifying Products"). Sponsor may add or change Promotions and associated Qualifying Products and Point values at any time and at its sole discretion, and may make promotional offers selectively available to certain Members, based on sales activity, geographic location, Program participation, or other factors. Each Promotion has its own set of terms and conditions that each Member must agree to be bound by in order to participate in that individual Promotion. You must be a Member of this Program to be eligible to participate in any Promotion. Some exclusions apply. Reward Points may also be earned for participating in marketing promotions or other activities offered by Sponsor from time to time. Sponsor may also offer a method to earn bonus Points or other Program benefits to Members from time to time.

Sales of Qualifying Products must be tracked and input by each Member by logging into their Account and using the online submission tool ("Tool"). All Qualifying Product sales are subject to verification by the store manager, your employer and/or Sponsor. It is suggested you retain a copy of your Qualifying Product sales records. Each Member must provide all eligible Qualifying Product sales through the Tool prior to the end of each applicable Promotion deadline. Sponsor is not responsible for lost, late, incomplete, misdirected, or technical glitches associated with the submission of sales information into the Tool.

Upon submitting your Qualifying Product sales into the Tool, Sponsor will automatically convert the sales into Points. Specific value of Points is as determined by Sponsor at its sole discretion. Points that accrue in a Member Account will expire after 18 months, have no cash value, are not transferable, and may not be combined with cash or any third parties or any other Member Points. POINTS ARE NOT EARNED ON PROGRAM-ELIGIBLE SALES MADE PRIOR TO YOUR ENROLLMENT DATE OR PRIOR TO THE START DATE OF ANY ADDITIONAL REWARD POINT OFFER OR PROMOTION OR IF YOU ARE NOT LOGGED INTO YOUR ACCOUNT.

Reward Points will not appear instantly in your Account. Points will be allocated after the submission deadline and validation period which may be up to 2 weeks or more. You may review your Reward Point balance in your Account on the Website. You do not acquire property rights in any Reward Points regardless of whether they have appeared in your Account.

Member Accounts that have no Points earned, or no Points redeemed on the Program Website in a 18-month period shall be considered inactive (an "Inactive Account"). Any Points accrued and remaining in an Inactive Account will automatically expire, as further described in Section 9 below.

Vista Outdoor reserves the right in its sole discretion to add, remove, or change the number of Reward Points awarded for actions as well as the actions that you can perform to earn Reward Points, at any time throughout the Program. Any changes in Reward Points will be announced in due time and will not impact Reward Points already earned.

You may not combine or transfer Reward Points with other's Accounts. You may not transfer, sell, or perform any other action in any manner in violation or attempted subversion of these Program Terms and Conditions. Any attempt to combine, transfer, or sell Reward Points will result in disqualification from the Program and forfeiture of all Reward Points in your Account. Sponsor reserves the right to take any other or additional action it deems appropriate in its sole

discretion in the event that Sponsor believes (in its sole discretion) that you (or you and others) have violated this provision.

You are responsible for the payment of all taxes, if any, which may result from the Reward Points received as part of the Program.

Once you earn Reward Points, the validation of the potential Reward Points earned will be subject to verification. Reward Points will not be awarded until after the verification process is complete. Reward Points are void if: (a) you do not meet the eligibility criteria; or (b) you have not earned the Reward Points in accordance with these Terms and Conditions and through legitimate channels.

Vista Outdoor decisions regarding the awarding of Reward Points are final and binding. Earned Reward Points that are subsequently determined to be invalid for any reason are subject to disqualification and will be removed from your Account without notice. If you believe that Reward Points were not properly accrued to your Account, you must contact customer service by calling 1-800-998-8758 within 60 days.

7. **Redeeming Program Reward Points:** Except as provided herein, a Member may redeem his/her accrued Reward Points for any product listed and in stock on the Websites at the time of redemption and specifically designated by Sponsor as eligible for Reward Point redemption ("Redemption Item"). Vista Outdoor reserves the right to change the amount of Reward Points required for Redemption Items at any time in its sole discretion. To order a Redemption Item, the Member must have the full amount of Reward Points required for the Redemption Item; Reward Points may not be combined with cash or other consideration for Redemption Items. By accepting a Reward Item, you acknowledge, represent, and warrant to Sponsor that you are not legally prohibited from selling ammunition.

Reward Points used for purchase will be immediately deducted from the Member's Account upon placing an order and following receipt of the order confirmation. Redemption Items will only be delivered in accordance with applicable laws, carrier restrictions, and other shipping restrictions specified on the Websites, provided that no deliveries will be made to an APO or P.O. Box. Reward Item recipients are solely responsible for all local, state, and federal taxes associated with accepting a Reward Item. Reward Item recipients may receive a 1099 associated with their redemption of a Reward Item.

Active Members. Unless otherwise indicated by Sponsor when Reward Points are granted or in the information connected to a specific earning offer, as long

as you remain an Active Member (as defined below), Reward Points that you earn will expire on the date that is eighteen (18) months from the day your Reward Points were earned. If you are not an Active Member during any 18-month period, all Reward Points in your Account will expire at the end of such 18-month period. An “Active Member” is a Member that has Reward Point earning or redeeming activity, which includes both Reward Points earned or redeemed through the Program. Any Reward Points expired as described above will be forfeited without compensation.

Changes to Redemption Items. Vista Outdoor, in its sole discretion, may revise, limit, or discontinue the Redemption Items offered through the Program at any time. Quantities of Redemption Items are always subject to availability. In the event of a shortage of a Redemption Item, Vista Outdoor may allocate the sale of such Redemption Item(s) in its sole discretion. Vista Outdoor is not responsible for pricing, photographic, typographic, or system errors.

Warranty. Vista Outdoor makes no representation or warranty with respect to Redemption Items obtained through the Program. Any warranty on a Redemption Item purchased through the Program will be limited to the warranty terms, if any, included or referenced with the Redemption Item(s) (“Warranty”).

Shipment Contract. Every Redemption Item redeemed/purchased through the Program is redeemed/purchased pursuant to a shipment contract. This means that the risk of loss and title for such Redemption Item passes to the Member upon Vista Outdoor delivery of such Redemption Item to the delivery carrier. In the event that a Redemption Item is lost prior to receipt by the Member, the Member shall immediately call Vista Outdoor at the customer service number listed on the applicable brand website for the Redemption Item so that Vista Outdoor can file a timely claim with the shipping carrier. If a Redemption Item arrives at the Member’s designated destination damaged or is defective, the applicable Member must contact Vista Outdoor within fourteen (14) days of the date the Redemption Item was shipped by Vista Outdoor and follow the directions in the “Redemption Item Returns and Exchanges” below.

Redemption Item Returns and Exchanges. All redemptions/purchases of Redemption Items through the Program are final. Once an order has been placed, Vista Outdoor cannot cancel it. Except as explicitly indicated in these Terms and Conditions, you may not return or exchange any Redemption Item under any circumstances. If a Redemption Item is returned without adherence to this policy, Vista Outdoor reserves the right to (i) refuse to accept the Redemption Item or to restore Reward Points (but not cash), and/or (ii) charge

a restocking fee. Returns will only be allowed for an approved Warranty claim. Contact the applicable Customer Service number specified on the applicable website for the Redemption Item. After an authorized return has been received by Vista Outdoor, Vista Outdoor will immediately reship a replacement or, if the exact model is not available, reimburse a Member with Reward Points.

8. **Membership Cancellation:** You may cancel your membership/participation in the Vista Outdoor Velocity Rewards Program by calling 1-800-998-8758.
9. **General Program Conditions:** Sponsor endeavors to keep the Website error free, but if Points are credited to a Member due to a programming error or regular maintenance, Sponsor reserves the right to adjust or reverse such a transaction. Sponsor reserves the right to immediately cancel, suspend and/or modify the Program, or any part of it, if there is any evidence of virus, worms, bugs, non-authorized human intervention, or any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Website or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages (including Attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. In the event any Member is found to have tampered with or acted in a fraudulent manner in connection with this Program, such Member may be subject to termination of employment.

Points are not valid unless earned in strict compliance with the requirements set forth and intended by Sponsor and member shall not attempt to earn points by any means (including without limitation, by using any script, bot, data mine or other automated means) that only simulates applicable requirements. In the case of a dispute regarding the Points available to any Member, Sponsor's decision will be final. Upon termination of Membership for any reason, all Points will be forfeited, and Sponsor will not provide cash equivalent for Reward Items or Points. Participant agrees not to misuse the Program by conduct which is detrimental to the Program, including, without limitation, attempting to redeem Points in a manner inconsistent with the Terms and Conditions, having multiple Accounts, redeeming or attempting to redeem Reward Items on the behalf of other Participants, participating in purchasing or redemption fraud,

using any robot, spider, other automatic device or manual process to transact with or monitor the Sponsor Rewards. Neither the Sponsor nor Administrator are responsible for any incorrect or inaccurate information supplied by Members while participating in the Program.

10. **Release:** By participating in Rewards Program, each Member agrees to release and hold harmless Sponsor, and their respective parents, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, losses or damages of any kind, including personal injury, death, or damage to or loss of property, arising out of participation in the Program or any Promotion, or receipt or use or misuse of any Reward Item or Points.
11. **Limitation of Liability:** The Sponsor is not responsible for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network, cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access the Website, Program or online service, or for any other technical or non-technical error or malfunction. In the event of a printing error or irregular packaging, neither Sponsor nor respective related companies, parents, subsidiaries, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development or execution of the Program or the production or distribution of Program materials ("Releasees") shall have any liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR MERCHANDISE OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE SPONSOR IMPROPERLY DENIES A MEMBER ANY POINTS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT NUMBER OF POINTS. BY PARTICIPATING IN THE PROGRAM, A MEMBER WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. TO THE FULLEST EXTENT ALLOWABLE BY LAW, SPONSOR, ITS JOINT VENTURES, OFFICERS, DIRECTORS, EMPLOYEES, AND THEIR PROMOTION AGENCIES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED BY ANY REWARDS PARTNER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Members agree to rely solely on the manufacturer's warranties, if any, for any Reward Items redeemed through this Program. By participating in the Program, each member hereby releases the Released Parties from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorney's fees) relating to that Member's participation in the Program, any Promotion, redemption or use of Points or Reward Items, or agreement to these Terms and Conditions. Sponsor is not responsible for requests or correspondence lost or delayed in the mail or email.

12. **Arbitration/Choice of Law:** This Program and these Terms will be governed by and construed under the substantive laws of the State of Minnesota, without reference to conflict-of-laws considerations. Sponsor and Member each agree that any dispute, claim, or controversy arising from or relating to this Program and these Terms or Member's Program membership will be resolved by binding arbitration conducted in the State of Minnesota. Sponsor and Member each acknowledge and agree that each has chosen arbitration rather than litigation to resolve any such dispute, claim, or controversy. Sponsor and Member each understand that a judgment on any arbitral award may be entered in any court having jurisdiction. No arbitration under this Program and these Terms will be consolidated with any other arbitration.
13. **Privacy:** Your privacy is important to us. Enrollment information collected by the Velocity Rewards Program is subject to Sponsor Privacy Policy at <https://vistaoutdoor.com/privacy-policy/>.
14. **Contact Us:** If you have questions about the program or your enrollment, these Terms and Conditions, Points or Reward Items, please contact Sponsor Customer Support at: 1-800-998-8758
15. **Sponsor:** Vista Outdoor Sales LLC., 1 Vista Way, Anoka, MN 55303.