

SIGNIFY NORTH AMERICA CORPORATION

2019 Contractor Giveaway

OFFICIAL TERMS AND CONDITIONS

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. BY PARTICIPATING, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE DECISIONS OF SIGNIFY (AND ITS AUTHORIZED REPRESENTATIVES) WHICH ARE FINAL AND BINDING IN RESPECT OF THIS PROMOTION.

2019 Contractor Giveaway • Proof of purchase and claim form must be submitted before 7/15/2019 • Offer applies to Signify's fixture products in the Light To Go portfolio • Reward is determined by amount of qualified product purchased from participating distributors between 1-01-2019 and 6-30-2019 • Maximum of \$100 in rewards per shipping address each month of the promotion

ELIGIBILITY: The Signify North America Corporation ("**Signify**") Contractor Giveaway Promotion (the "**Contractor Giveaway**") is open only to Contractors that are located in and do business in the United States and who purchase Qualifying Products from participating distributors ("**Qualified Participants**"). All other parties, including direct marketing resellers, any resellers that prohibit employee participation, prize suppliers, those entities involved in the preparation of materials or content for the Contractor Giveaway Promotion, and their respective affiliates, parents, subsidiaries, and the employees, officers, directors, shareholders, representatives, agents and contractors of each, and individuals living in the same household of those individuals, whether related or not, are not eligible to participate, are ineligible and will be disqualified. In the event a Participant's status changes making them ineligible for the Contractor Giveaway Promotion, Signify reserves the right to provide notice of immediate termination of the Qualified Participant from the Contractor Giveaway Promotion. Participating Qualified participants should check as to whether they may be subject to company policies relative to participation of the company or its employees in sales promotions such as this. Void where prohibited by law or internal company policy.

PROMOTION DURATION AND DESCRIPTION: The Contractor Giveaway Promotion will run 1/01/19-6/30/19, or while supplies last, whichever comes first (the "**Promotion Period**"). In order to qualify, submission of claim form and proof of purchase must be submitted by July 15, 2019. By participating in the Contractor Giveaway Promotion. Qualified Contractors may be eligible to receive certain of those benefits described below during the Promotion Period. Maximum of \$100 rewards per shipping address per month of promotion period.

QUALIFYING PRODUCTS: The qualifying products for the Contractor Giveaway Program include all Signify's Light To Go products ("**Qualifying Products**").

TO PARTICIPATE: Qualifying products must be purchased within promotion period to receive benefits. Proof of Purchase must be included with submission of completed claim form to Philipsrewards@signify.com. Reward depends on total dollar amount of purchased qualifying product as follows:

- Purchase of \$500.00 receive a \$25.00 gift card (value \$25.00)
- Purchase \$950.00 dollars receive \$50.00 gift card (value \$50.00)
- Purchase \$1,350.00 dollars receive \$75.00 gift card (value \$75.00)
- Purchase \$1,700.00 dollars receive \$100.00 gift card (value \$100.00)

CONFIDENTIAL INFORMATION: Non-public information supplied by Signify or its affiliates to participants or any of their affiliates or representatives in connection with this promotion, including but not limited to

the terms of this promotion, business information, technical plans and data, trade or technical secrets, know-how intellectual property, and other private and confidential information is referred to herein as "Confidential Information." Participants shall hold in confidence and not disclose or disseminate any of the Confidential Information to any person or entity without the express written consent of Signify.

INDEPENDENT CONTRACTORS: All parties are independent contractors, and none shall have no authority to bind, nor shall attempt to bind, any other. Neither this Contractor Giveaway Promotion nor Qualified Contractor's participation in the Contractor Giveaway Promotion shall be deemed to create a partnership, agency, joint venture, franchise or other similar arrangement between or among Signify and qualified Contractor (or any of its Divisions) and the employees, agents or representative of one party shall not be deemed to be employees, agents or representatives of any other party. Qualified Contractor acknowledges that nothing herein constitutes or implies a partnership or fiduciary relationship of any kind. Except as may be expressly agreed to in a separate, written agreement duly executed by Signify, Qualified Contractor is not entitled to nor eligible to receive from Signify any credit, rebate, allowance, or incentive of any kind.

Privacy: Information collected from participants is subject to the Signify's Privacy Policy (<https://www.signify.com/global/privacy/legal-information/privacy-notice>). By participating in the Promotion, participants hereby agree to Signify's collection and usage of their personal information and acknowledge that they have read and accepted Signify's privacy policy.

GENERAL: By participating, Qualified Contractors agree to release, discharge and hold harmless Signify its affiliates, subsidiaries, advertising and promotion agencies, agents and representatives and its respective officers, directors and employees from and against, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and/or bodily injury, or property damages, due in whole or in part, directly or indirectly, to participation in the Contractor Giveaway Promotion or any promotion-related activity, or from Qualified Contractors' acceptance, receipt, possession and/or use or misuse of any prize. Signify, its affiliates, subsidiaries, advertising and promotion agencies, agents and representatives, its respective officers, directors and employees are not responsible for and shall not be liable for: (a) inaccurate transcription of submissions, or for any human error which may occur in the processing of sales data; (b) lost, late, illegible or incomplete submissions; or (c) any condition caused by events beyond control of Signify, that may cause the Contractor Giveaway Promotion to be disrupted or corrupted. Signify has the right to change, limit, modify or cancel the promotion terms and conditions, assessment criteria, eligible sales/products, and prizes at any time, with or without notice. Participation in the Contractor Giveaway Promotion is subject to these terms and conditions and the terms and conditions, rules, policies and procedures (the "Promotion Terms") that Signify may, in its discretion, adopt from time to time. Signify may amend the Program Terms at any time without notice. Signify has the sole discretion to interpret and apply the Program Terms. By participating in the Program, Qualified Contractors represent that they understand and agree to be bound to the Program Terms, as may be modified, and the decisions of Signify which are final and binding. The Program is void where taxed, regulated, restricted or prohibited by respective country laws. Participant shall maintain true, accurate, and complete accounting books and records regarding Contractor's activities under this Promotion. Signify may, without prior notice, immediately suspend, or terminate Participant's participation in the Contractor Giveaway Promotion in the event of any of the following: (i) if Qualified Contractor submits inaccurate, incomplete, or fraudulent claims, reports, or information, (ii) if Qualified Contractor makes an assignment for the benefit of creditors.