

PHILIPS LIGHTING NORTH AMERICA CORPORATION
LED Luminaire Sample Promotion

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 PHILIPS (AND ITS AUTHORIZED REPRESENTATIVES) WHICH ARE FINAL AND BINDING IN
RESPECT OF THIS PROMOTION.

ELIGIBILITY: The Philips Lighting North America Corporation LED Luminaire Sample promotion (the "Sample Promotion") is open only to licensed contractors that are located in and do business in the United States ("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 Sample 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 Sample Promotion, Philips Lighting reserves the right to provide notice of immediate termination of the Qualified Participant from the Sample 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.

For purposes of this Sample Promotion, "Divisions" means all branches, operating companies, members, affiliates, subsidiaries, and divisions of Participant.

PROGRAM DURATION AND DESCRIPTION: The Sample Promotion is a trade promotion whose benefits are offered at the discretion of Philips Lighting. The Sample Promotion will run from 4/1/18 to 12/31/18 (the "Promotion Period"), or while supplies last, whichever comes first. By participating in the Sample Promotion, qualifying participants can receive one free Philips LED Luminaire.

HOW TO PARTICIPATE: Qualified participants must visit <https://www.philips.com/campaign/contractor-distributor-sample> and fill out the entry form. Free sample will be mailed to the address provided in the entry form. Entries must be received by Philips Lighting during the Promotion Period. Limit one entry per person. Any person or entity that attempts to participate with multiple email or street addresses, under multiple identities or uses any device or artifice to enter more than once will be automatically disqualified.

Prize(s) List:

Description	ARV (each)	Quantity
Philips Flat downlight	\$30	1

PRIZE RESTRICTIONS: Prize is non-transferable and no substitution will be made except at the Philips Lighting's sole discretion. Philips Lighting reserves the right, at its sole discretion, due to prize unavailability or for any reason to substitute all or part of a prize with one of comparable or greater value. Winning Qualified Participant is solely responsible for payment of all applicable federal, state and local taxes on prize and for all other expenses related to acceptance and use of prize not specifically stated herein. Winner may be required to complete and execute additional documentation prior to being awarded the prize, including an Affidavit of Eligibility, a Liability and Publicity Release. Failure to complete and return the documents within the stated time period will result in disqualification and forfeiture of the awarded prize(s).

ELIGIBILITY: In addition to any other eligibility requirements set forth herein, throughout Qualified Participant's participation in the Sample Promotion, Qualified Participant must (a) be in compliance with all contracts and agreements with Philips Lighting, including, without limitation, this promotion, (b) maintain good credit standing

with Philips Lighting, (c) maintain a current registration profile, and (d) meet such other criteria as Philips Lighting may reasonably require. This promotion is not exclusive as to Qualified Participant and Philips Lighting may authorize any third party to participate in the Sample promotion or in a promotion with similar or different terms

CONFIDENTIAL INFORMATION: Non-public information supplied by Philips Lighting 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 Philips Lighting.

INDEPENDENT CONTRACTORS: All parties are independent contractors and none shall have no authority to bind, nor shall attempt to bind, any other. Neither this Sample Promotion nor Qualified Participant’s participation in the Sample Promotion shall be deemed to create a partnership, agency, joint venture, franchise or other similar arrangement between or among Philips Lighting and Qualified Participant (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 Participant 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 Philips Lighting, Qualified Participant is not entitled to nor eligible to receive from Philips Lighting any credit, rebate, allowance, or incentive of any kind.

PRIVACY: Information collected from entrants is subject to the Philips Lighting’s Privacy Policy (<http://www.lighting.philips.com/main/privacy/legal-information/privacy-notice>). By participating in the Promotion, entrants hereby agree to Philips Lighting’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s privacy policy.

GENERAL: By participating, Qualified Participants agree to release, discharge and hold harmless Philips Lighting, 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 Sample Promotion or any promotion-related activity, or from Qualified Participants’ acceptance, receipt, possession and/or use or misuse of any prize. Philips Lighting, 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 Philips Lighting, that may cause the Sample Promotion to be disrupted or corrupted. Philips Lighting 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 Sample Promotion is subject to these terms and conditions and the terms and conditions, rules, policies and procedures (the “Promotion Terms”) that Philips Lighting may, in its discretion, adopt from time to time. Philips Lighting may amend the Program Terms at any time without notice. Philips Lighting has the sole discretion to interpret and apply the Program Terms. By participating in the Program, Qualified Participants represent that they understand and agree to be bound to the

Program Terms, as may be modified, and the decisions of Philips Lighting 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 Distributor's activities under this Program. Philips Lighting may, without prior notice, immediately suspend, or terminate Participant's participation in the Sample Promotion in the event of any of the following: (i) if Qualified Participant submits inaccurate, incomplete, or fraudulent claims, reports, or information, (ii) if Qualified Participant makes an assignment for the benefit of creditors, is subject to any voluntary or involuntary state or federal receivership, insolvency, or bankruptcy proceeds, or becomes unable or admits in writing its inability to meet its obligations as they mature, (iii) the liquidation, sale, lease or other transfer of Qualified Participant assets, which in Philips Lighting's reasonable opinion, may affect the ability of Qualified Participant to perform its obligations under this Sample Promotion or any other agreement in a manner satisfactory to Philips Lighting. Philips Lighting's records and systems shall be authoritative and conclusive for purposes of administering this promotion, any incentives offered hereunder, and for performing any calculation in connection with this promotion. All decisions made by Philips Lighting are final. This promotion does not create an agency, partnership, joint venture, or any other form of legal association, and neither party may represent itself as an agent, partner, or joint venture of the other or otherwise incur any obligation or liability on behalf of the other party. Except as expressly authorized by Philips Lighting hereunder or agreed in writing, Qualified Participant may not set-off or issue a debit memo for any amounts owed by Distributor against any amounts owing by Philips Lighting to Qualified Participant hereunder.

GOVERNING LAW/JURISDICTION: The Sample Promotion is governed by the laws of the State of New Jersey without regard to its choice of law or conflict of laws principles. Any and all disputes arising out of or connected in any way with the Sample Promotion will be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association (AAA) conducted before a sole arbitrator and held in New Jersey. Arbitrator's decision shall be controlled by these Official Rules and shall apply only to the individual initiating the dispute. Arbitrator shall not have the power to award special, consequential, incidental, punitive or other similar damages.