



March 12, 2018

SMEG USA DESIGNER LOYALTY PROGRAM TERMS AND CONDITIONS

SMEG USA offers a **Designer Loyalty Program** ("Program") available solely to authorized Designers or Architects supporting SMEG Consumers. Participation in the Program must receive approval from SMEG USA.

Employees of SMEG, its subsidiaries, and affiliates are not eligible to participate in the Program.

The Program is designed to streamline the payment process to Designers and Architects.

Designers may claim sales of eligible SMEG products to end-user customers only.

Sale of refurbished product, B-grade, evaluation or demonstration units are not eligible for the Program. Eligible SKUs are restricted to those on the Program. No substitutions will be allowed. Second or "B" Channel sales do not qualify as eligible sales under the Program. Eligible claims under the Program should be submitted online at the Program website designerprogram.smegusa.com.

SMEG USA reserves the right to verify all sales claims and sales invoice documentation verifying the eligibility of the claimed sale. All claims must be submitted within the specific claims deadline date or claim window to be eligible. SMEG USA, in its sole discretion, will determine the validity of a claim. Decisions of SMEG USA are final. Please refer to the Program website for detailed claims instructions and program rules. SMEG USA, in its sole discretion, may alter, modify or cancel the Program at any time without prior notification or warning. In the event of Program termination, Program participants will be provided 30 days from the program termination date in which to submit all outstanding eligible claims.

Program participants waive any and all claims of liability and hereby, release, indemnify and hold harmless SMEG USA, its subsidiaries, affiliates, shareholders, directors, officers and employees from and against any accident, loss or injury occurring as a result or consequence of this Program or any claim payment received, or not received through the Program. All claims

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must be accompanied by end-use consumer invoices or other appropriate supporting documentation. Any supporting documentation must include model, quantity, invoice number, date of sale and may also include consumer name, address, telephone number, SMEG USA and reserve the right to ask for more information to validate data.

SMEG USA and reserves the right to audit all claimed amounts to ensure compliance with the Program. Submission of ineligible claims by Designers or Architects, may at the sole discretion of SMEG USA, result in the withdrawal of the Designer or Architect from the Program.

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