

## Snap One Partner Rewards - Terms & Conditions

[Updated January 2023]

**PLEASE READ CAREFULLY. By enrolling in this Snap One Partner Rewards, you agree to the following terms and conditions that govern the Snap One Loyalty Program.**

### 1. Loyalty Program Overview

The Partner Rewards Program (“**Program**”) is a loyalty program sponsored by Snap One, LLC (“Snap One”) through which eligible Snap One Partners (“**Partner Rewards Member(s)**” or “**Member(s)**”) can earn certain rewards benefits (“**Rewards Benefit(s)**”) based on annual purchases of qualified Snap One and Control4 products, as well as select third-party distributed products purchased through Snap One, as further described in Section 5 below.

The Program details are available online at <https://www.SnapAV.com/shop/en/SnapAV/partner-rewards-program> (“**Program Website**”). The Program is in effect as of January 1, 2022 (“**Effective Date**”) and supersedes any loyalty or rewards program that was in place prior to the Effective Date. The Program does not alter or amend any existing agreement you may have with Snap One, its parent, affiliate, or subsidiaries.

The Program is a tiered rewards program whereby Members will qualify for a given rewards level tier (“**Tier(s)**”) based on Members’ annual Net Purchases of qualified Snap One products in a given Program Year (as defined in Section 4 below). The Tiers are Bronze, Silver, Gold, Platinum, and Diamond. Members are eligible for Rewards Benefits based on their given Tier. Members can qualify to advance to a different Tier at any time during the Program Year.

### 2. Program Notice

**BY ACCESSING THE ONLINE PORTAL FOR THIS PROGRAM, EACH MEMBER ACKNOWLEDGES AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS (“TERMS”) STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE NOTIFY SNAP ONE TO BE REMOVED FROM THE PROGRAM.**

**YOU AGREE THAT YOU WILL REVIEW THESE TERMS PERIODICALLY AND THAT YOUR PARTICIPATION IN AND ELIGIBILITY FOR ANY ASSOCIATED REWARDS SHALL BE SUBJECT TO THESE TERMS AND ANY MODIFICATIONS HEREOF.**

### 3. Eligibility

The Program is open to qualified Snap One, Partners who possess the legal authority to agree to the Terms; however, the Program qualifications and Rewards Benefits vary for Partners in the United States and outside the United States. Distributors and national accounts are not eligible for the Program. This Program is void where prohibited by law.

Each Member must be a Snap One Partner in good standing with Snap One to receive the Rewards Benefits. Membership in the Program and participation in this Program are

determined at the sole discretion of Snap One and are subject to Snap One's requirements. Member registration and participation in this Program may be suspended or terminated by Snap One either temporarily or permanently based upon Member's compliance with the Terms and Snap One policies or for any other reason, in the sole discretion of Snap One. Suspended or terminated Members may not participate in the Program and may be subject to loss of all accrued Rewards Benefits in the sole and absolute discretion of Snap One. Additionally, the Rewards Benefits in this program may not be used or combined with any other rewards program offered by Snap One or any of our affiliates.

#### **4. Member Enrollment**

Eligible Members are automatically enrolled in the Program based on their qualified Net Purchases in a given Program Year. A confirmation e-mail or communication will be sent after a Partner meets a given Tier eligibility requirement.

Members will have access to an online database indicating their qualified Net Purchases and any eligible rebates. A Loyalty Program membership cannot be used by multiple persons or entities. Any duplicate memberships are subject to cancellation, and all Rewards Benefits will be forfeited.

**"Net Purchases"** means the cost of products purchased after subtracting the credit balance for returns, free items, discounts, allowances, taxes, delivery charges, and purchases that fail to comply with applicable Terms.

**"Program Year"** means the term of the Program commencing January 1 through December 31 of that year. As of the date of the Program, a business day is any weekday from Monday through Friday. All times are measured by Snap One's clock, based on Eastern Standard Time in the United States.

#### **5. Earning Rewards Benefits**

The Program enables all Members to advance to a Tier based on Members' annual Net Purchases of qualified products in a given Program Year on specific Snap One product categories designated by Snap One, which include select Snap One manufactured products, as well as select distributed products ("**Qualified Product(s)**").

Whether or not a product is a Qualified Product remains at the sole discretion of Snap One and Snap One may add or remove products from its list of Qualified Products at any time and for any reason. A list of all Qualified Products as well as those eligible for other pricing rebates or discounts are maintained by Snap One and is available on the Program Website. If you have any questions about any product, please contact a Snap One Program representative at [PartnerRewards@SnapOne.com](mailto:PartnerRewards@SnapOne.com).

Only purchases of Qualified Products are eligible for Rewards Benefits. Products outside qualified categories are not eligible for Rewards Benefits. Violation of the no-internet sales policy or any other Snap One policy may result in the Member's removal from the Program and disqualify such Member from any Rewards Benefits or rebates.

A Tier does not constitute a property interest of the Member. It cannot be sold, assigned, transferred, or hypothecated. Rewards Benefits or rebates will be accrued in the name of the Member only. Any Rewards Benefits or rebates may be revoked at any time by Snap One as set forth in these Terms and Conditions.

By participating in the Program, Members are responsible for maintaining the confidentiality of their Tier and online access to their benefits eligibility information. Without limiting any other remedies, Snap One may suspend or terminate any Member participation in the Program if Snap One suspects, in its sole discretion, that any Member has (a) failed to abide by the Terms or any Member policies or procedures implemented by Snap One, or (b) engaged in fraudulent or unlawful activity in connection with the Program.

Any qualified rebates are payable at Snap One's sole and absolute discretion. Eligible rebates are payable on a quarterly basis to Members in good standing, approximately 6-8 weeks following the end of Snap One's fiscal quarter. Any rebates mentioned herein is a percentage of the Net Purchase Price. All Members are responsible for paying all taxes associated with any rebates. For accounts that are not up to date 30 days past quarter end, the rebate payout for that account will be forfeited.

Only purchases of products made via Snap One Partner Rewards eligible business units count for points in the Partner Rewards Program. Partner Rewards eligible business units include Snap One Portal, Triad, Pakedge, Snap One Partner Stores: Volutone, Allnet, MRI, and Custom Plus Distributing. Purchases of products made through Staub online or in-store do not count towards the Partner Rewards Program. Products that are not purchased at a Snap One Partner Rewards eligible business unit will not count for points in the Partner Rewards Program.

## **6. Changes to the Program**

SNAP ONE RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY, EXTEND, OR TERMINATE THE PROGRAM AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, EVEN THOUGH SUCH CHANGES MAY AFFECT REBATES OR PRODUCT DISCOUNTS. The points structure as set forth in Section 7 is subject to modification or limitation at any time, with or without notice, in Snap One's sole discretion, including, without limitation, the right to establish additional means of qualifying for Tiers, the right to modify and delete any or all of the recognized means of qualifying for a Tier existing at any given time, the right to change the Rewards Benefits available and their values and types and the Rewards Benefits terms, and the right to exclude specific types of performance criteria from Rewards Benefits eligibility, and the right to exclude certain categories of products from being eligible for the Program.

## **7. Rewards Benefits Tiers**

Beginning at 12:00 a.m. ET on January 1 qualified Members are eligible to receive the following Rewards Benefits based on their designated Tier.

### **7.1. Partner Tiers**

(a) Points Needed Over a Year to Achieve Respective Tiers:

<b>Partners</b>	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>	<b>Platinum</b>	<b>Diamond</b>
N/A	30,000	130,000	425,000	850,000	1,900,000

## 7.2. Earning Points

(a) Partners earn 3 points for every \$1 spent on the following Snap One-manufactured categories:

- Control system and user interface
- Networking and remote management
- Speaker
- Lighting Control
- Surveillance
- Mounts and in-wall storage
- Cable and connectors
- Film Screens

(b) Partners earn 2 points for every \$1 spent on all other Snap One categories.

(c) Partners earn 1 point for every \$1 spent on all third-party distributed products.

(d) Taxes. Any points and Rewards Benefits earned through participating in the Program may be subject to tax liability. Any tax liability, including but not limited to disclosure, connected with the receipt or use of points and Rewards Benefits is the sole responsibility of the Member.

## 7.3. Rewards Benefits for Partners in the United States

\*See Section 7.4. for a detailed description of each Rewards Benefit.

<b><i>Rewards Benefit:</i></b>	<b>Partners</b>	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>	<b>Platinum</b>	<b>Diamond</b>
<b>Reward Pricing Discounts</b>	N/A	N/A	4%	6%	8%	10%
<b>Free Shipping</b>	N/A	x	x	x	x	x
<b>Expedited Advanced Replacement</b>	N/A	N/A	N/A	x	x	x
<b>Product Feedback Calls</b>	N/A	x	x	x	x	x
<b>Additional Training Opportunities</b>	N/A	Standard	Standard	Standard	Standard	Standard

<b>Premium Tech Support</b>	N/A	N/A	N/A	x	x	x
<b>\$1,000 Employee Product Credit</b>	N/A	N/A	N/A	N/A	x	x
<b>Quarterly Rebates</b>	N/A	N/A	x	x	x	x

#### 7.4. Rewards Benefits Details

(a) *Discounts.* Domestic Partners will receive discounts of a certain percentage set forth in Section 7.3 off the wholesale price of products qualified for discounts. Snap One shall designate products eligible for discounts in its sole and absolute discretion and may change these at any time.

Discounts will be eligible at the product category level. Product categories that are not discount eligible include:

- Bulk wire
- Racks
- Comfort
- Control
- Intrusion
- Lighting
- Outdoor TVs
- All distributed products

(b) *Free Shipping.* Snap One shall designate the carrier who will ship the Qualified Products via ground shipping in accordance with Snap One's then-current shipping standards. Free shipping may not apply to all Snap One products or to all purchases made at Snap One Partner Stores. Please reach out to your Snap One Partner Store for more details.

(c) *Expedited Advanced Replacement Shipping on Request.* Expedited shipping is no more than two-day shipping under Snap One's then-current shipping policy, freight excluded.

(d) *Product Feedback Calls.* Product feedback calls will be an opportunity for Partners to communicate with product leaders and provide feedback on products.

(e) *Additional Training Opportunities.* Partner Rewards Members will be invited to join additional training opportunities that will be exclusive to Partner Rewards Members.

(f) *Premium Tech Support.* Premium Tech Support allows Gold, Platinum & Diamond Partners to skip to the front of the queue and speak to a Tier 2 Support Agent.

Weekly coverage M-F 10am-7pm EST

Phone numbers:

- Toll Free: 855-684-9198
- Local: 980-213-3174

(g) *\$1,000 Product Credits for Employee.* At the onset of the program year, for Platinum and Diamond level Partners, a one-time \$1,000 product credit will be loaded to the Partner account (converted to local currency for Partners located outside the United States). The Partner account must be in good standing for this product credit to be uploaded to the account. The approved purchaser on the account will contact Partner Support to place an order using the Employee Product Credit. Individual employees who are not authorized to make purchases on the account will not be able to complete the transaction.

(h) *Quarterly Rebates for Silver, Gold, Platinum, and Diamond Partners.* After reaching certain quarterly points, as set forth below, Silver, Gold, Platinum, and Diamond Partners will receive up to a certain percentage of rebate of the Net Purchase Price for rebate-qualifying products. All qualified spend at Snap One, including both, spend on Snap One-manufactured products and distributed products, will count towards the Partner’s quarterly points. However, Members will be eligible to receive a rebate payment only on spend on Snap One-manufactured products, as outlined on the Program Website. Snap One shall designate products that are rebate-eligible in its sole and absolute discretion and may change these at any time.

<b>Quarterly Points</b>	<b>Rebate Percentage (%)</b>
30,000	1%
110,000	2%
215,000	3%
320,000	4%
525,000	6%
775,000	8%

## **8. LIMITATION OF LIABILITY**

MEMBERS AGREE THAT THEIR PARTICIPATION IN THE PROGRAM IS ENTIRELY AT THEIR OWN RISK. THE PROGRAM AND ANY PROGRAM WEBSITE, INCLUDING ALL CONTENT, PRODUCTS, REWARDS ACCOUNTS, REWARDS, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE PROGRAM OR PROGRAM WEBSITE, ARE BEING PROVIDED “AS IS” WITH NO EXPRESS OR IMPLIED WARRANTY OR CONDITION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SNAP ONE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PROGRAM, PROGRAM WEBSITE OR REWARDS BENEFITS, AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION,

MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. SNAP ONE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE PROGRAM WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROGRAM WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL SNAP ONE BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES OF ANY KIND INCURRED, INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF INCOME OR PROFITS), HOWEVER, CAUSED AND WHETHER ARISING OUT OF, BASED ON, OR RESULTING FROM (A) THE PROGRAM, (B) THE PROGRAM WEBSITE, (C) THE PROGRAM TERMS, (D) ANY BREACH OF THE TERMS BY THE PARTNER OR A THIRD PARTY, (E) USE OR INABILITY TO USE THE PROGRAM WEBSITE OR SNAP ONE PRODUCTS, OR (F) REDEMPTION, ACCEPTANCE, RECEIPT, DELIVERY OF, POSSESSION, DEFECTS IN, USE, NON-USE OR MISUSE OF ANY REWARDS BENEFITS (OR COMPONENTS THEREOF). THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. THESE LIMITATIONS ARE IN ADDITION TO THE OTHER RESTRICTIONS AND EXCLUSIONS OUTLINED IN SNAP ONE POLICIES AND SHALL SURVIVE TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM.

#### **9. Redemption of Rewards Upon Termination of the Program**

Should the Program be terminated, notice will be posted on the Program website, and any accrued but unpaid Rewards Benefits or rebates may be paid at Snap One's sole discretion.

#### **10. Publicity**

Registered Members, and their employees, consent to the use of their name, address, biographical information, likeness, photograph, and/or statements regarding the Program or Snap One for trade, commercial, advertising, and promotional purposes, without additional compensation, except where prohibited by law.

#### **11. Governing Law**

These Terms and the Program will be interpreted, construed, and enforced, and governed in all aspects in accordance with the exclusive jurisdiction and laws of the state of Utah. Any cause of action arising under or relating to these Terms will be brought exclusively in a court in Salt Lake City, Utah.

## **12. Privacy**

Any personal information collected from Member's participation in the Program will be subject to Snap One's Privacy Policy which can be found at <https://snapone.com/legal/>

## **13. Waiver**

The waiver by Snap One of a breach of any provision of the terms of the Program by a Member shall not operate or be construed as a waiver of any other or subsequent or preceding breach by a Member. No waiver by Snap One of any right under the Program shall be construed as a waiver of any other right. Snap One shall not be required to give notice to enforce strict adherence to all terms of the Program.