

Welcome to the **Jamie Stern** (*the “Company”*) Rewards Program (*the “Program”*). The Program is a customer rewards program offered by the Company to you, subject to your acceptance of these terms and conditions (the “Terms”), the Company’s privacy policy, and any amendments that the Company makes. BECAUSE THESE TERMS AFFECT YOUR LEGAL RIGHTS, IT IS IMPORTANT THAT YOU READ THEM CAREFULLY.

By participating in the Program, you: (i) certify that you are over the age of majority in the jurisdiction in which you reside; (ii) consent to the Company’s collection and use of your personal information (as set out below); and, (iii) agree to these Terms, as they may be amended from time to time. If you do not agree to these Terms, you cannot participate in the Program.

1. Earning Points. Earn points with each order towards the purchase of Furniture, Rugs and Leather. Points are valid for a two-year period, from the date of the first registered order. Unused points expire after the two year period. You earn Program rewards points (“Points”) by specifying orders with Jamie Stern, calculated on the pre-tax purchase price. The Company may change the basis upon which Points are awarded, including the number of Points awarded per dollar spent, at any time, without notice to you. Points are only earned on regularly-priced purchases. Sale purchases, or purchases in conjunction with another offer, may earn you fewer, or no, Points. 50 dollars specified = 1 point. Points can only be used for Jamie Stern Furniture, Carpet and Leather purchases. Loyalty points are based on the sub total of each specified order, excluding freight and taxes. Orders will be credited after the specified product ships and is paid in full. U.S. Currency may be used in combination with points for product and shipping.

2. Membership. To participate in the Program, you must be a Program member. Individuals wanting to sign up as a company must contact their local Jamie Stern sales rep, or email: Rewards@JamieSternDesign.com for additional information. The Company may determine to whom it grants membership, and may revoke your membership at any time, without notice to you. You may complete an application for membership by providing the Company with your full name, company name, email address and cell/mobile number. User membership ID and cell/mobile number are one in the same; therefore, members will only gain access to their account balance through their unique mobile/cell number provided at the time of registration. Only one Program membership is available per person. Participation in this program is optional.

3. **Person Registering Points.** To register points, members must email: Rewards@JamieSternDesign.com with full name, company, job name and purchasing company. Points are only earned by, and will only be deposited to, the account associated with the member making the specification in question.

4. **No Cash Value.** Points have no cash value, and are not transferable or assignable.

5. **Refunds.** If you receive a refund or credit for any purchase, any Points awarded for that purchase will be deducted from your account.

6. **Redeeming Points.** You may redeem Points by contacting your local Jamie Stern sales rep, sending an email to: Rewards@JamieSternDesign.com; or by such other means that the Company requires.

7. **Errors.** The Company is not obligated to honour a redemption request on an inaccurate Points value resulting from an error in printing, production or posting.

8. **Availability of Rewards.** The Company will endeavour to ensure availability of all rewards items, however it cannot guarantee that a particular item will be available. If a rewards item is unavailable, the Company may substitute an item of similar value.

9. **Inspection.** You must inspect the reward item you receive at the time you receive it, in order to ensure that it is satisfactory. If it is not, you must immediately notify the Company employee of any defect. If you do not do so, you are deemed to have accepted the reward item.

10. **Changes to the Program.** The Company may:

- a. terminate the Program at any time, without notice to you;
- b. restrict, suspend, extend or otherwise alter the Program (or any aspects thereof), without notice to you; and/or,
- c. revise these Terms.

11. **Revocation of Membership.** If, in the Company's opinion, you abuse any of the Program privileges, or breach any of these Terms, the Company may revoke your membership, without notice to you, and cancel any reward points that you have accumulated.

12. **Inactivity.** If you do not use your Account for 24 consecutive months (two years), your account will be deemed to be inactive and all accumulated Points will be forfeited.

13. **Taxes.** You are solely responsible for any tax consequences flowing from your participation in the Program (including the reporting of any tax benefit, and the payment of all applicable taxes).

14. **NO WARRANTY. THE COMPANY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, DO NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROGRAM OR ANY PRODUCTS OR SERVICES RELATED THERETO, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES.**

15. **IMPORTANT DISCLAIMER. THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL LOSSES OR DAMAGES. IF THE COMPANY IS FOUND LIABLE FOR ANY REASON (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF CONTRACT), ITS LIABILITY WILL BE LIMITED TO \$100.**

16. **Up-to-date information.** You must ensure that the information you provide to the Company is complete and up-to-date. If any information changes, you must notify the Company immediately.

17. **Privacy.** The information you provide as part of the Program is used in compliance with the Company's privacy policy. Please refer to this policy for more information.

18. **Definition.** In these Terms, 'including' means 'including without limitation'.

19. **Assignment.** The Company may assign the Program without notice to you. Upon doing so, the Company is released from any further obligations to you, all of which are assumed by the assignee.

20. **Void where prohibited.** These Terms are void where, and to the extent, prohibited by law. Taxes may also be applicable, where required by law.

21. Effective Date. These Terms are effective as of [June 1, 2013], and replace any previous version. Using your Account after such effective date constitutes your acceptance of these Terms. Publications of these Terms in the Company's store(s) or on the Company's website is deemed to be notice of such Terms (where notice is required to be given).