



Ring in 2022 with amazing deals...

Fill your shelves with Stock Ready products and earn money back in Q1!

How it works

Earn incentives on orders throughout Q1!

Place qualifying orders as shown in the Qualifying Order Discount Table A, and receive credits back.

Earn even more by hitting your Q1 target!

Exceed your Q1 target, as shown in the Stock Ready Growth Rebate Tables (B&C), and earn additional credit back. Hitting your Q1 target for either Stock Ready LED Lamps and/or Stock Ready Luminaires will qualify you for our 2022 Stock Ready Partner program - see terms and conditions for that program [here](#).

To qualify for the Q1 Stock Ready Growth rebate offer, and an opportunity to qualify for the 2022 Stock Ready program:

- Simply enroll to participate in this offer online before January 31st [here](#).
- Achieve your Q1 target, as shown in the Stock Ready Growth Rebate Table.

Dates

January 4, 2022 – March 31, 2022
(or while supplies last)

Qualifying products

Stock Ready LED Lamps and Stock Ready Luminaires qualify, as indicated in our Ready to go Catalog [here](#).

To receive rebates on individual qualifying orders:

- Orders must be marked with the proper promo code in the Qualifying Order Rebate Table.
- Orders must be standalone and for immediate release.
- Send your order to promotion.order@signify.com via your Signify sales representative, EDI, or MyLighting using the promo code listed in the Qualifying Order Rebate Table as the voucher code.

See additional pages for Table references and Terms & Conditions.

Ring in 2022...

Table A: Qualifying Order Rebate

Stock Ready Luminaires			Stock Ready LED Lamps		
Invoice Value	Discount	Promo Code	Invoice Value	Discount	Promo Code
\$30,000	2%	Q1LUMS2	\$15,000	2%	Q1LED2
\$50,000	4%	Q1LUMS4	\$35,000	4%	Q1LED4

Table B: Stock Ready Lamps Growth Rebates

Q1 2022 Stock Ready LED Lamps Net Invoice Amount Target	Rebate Opportunity
20% over Q4 2021 LED Lamps net stock invoice amount during Q1 2022	2% on total Stock Ready LED Lamp net stock invoice amount during Promotion Period
25% over Q4 2021 LED Lamps net stock invoice amount during Q1 2022	3% on total Stock Ready LED Lamp net stock invoice amount during Promotion Period

Table C: Stock Ready Luminaires

Q1 2022 Stock Ready LED Luminaires Net Invoice Amount Target	Rebate Opportunity
20% over Q4 2021 Stock Ready LED Luminaires net stock invoice amount during Q1 2022	2% on total Stock Ready LED Luminaires net stock invoice amount during Promotion Period
25% over Q4 2021 Stock Ready LED Luminaires net stock invoice amount during Q1 2022	3% on total Stock Ready LED Luminaires net stock invoice amount during Promotion Period

Stock Ready LED Lamps and Stock Ready Luminaires qualify for this offer and can be found in our Ready to go catalog [here](#).



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Signify North America Corporation
400 Crossing Blvd, Suite 600
Bridgewater, NJ 08807
Telephone: 855-486-2216

Signify Canada Ltd.
281 Hillmount Road,
Markham, ON, Canada L6C 2S3
Telephone 800-668-9008

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SIGNIFY NORTH AMERICA CORPORATION
Q1 DISTRIBUTOR 2022 Ring In 2022 PROMOTION

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

ELIGIBILITY: This Signify North America Corporation (“**Signify**”) Q1 Distributor 2022 Ring in 2022 incentive promotion (the “**Promotion**”) is open only to select Signify distributors and their branches that have an active account status with Signify and are located in and do business in the United States (“**Qualified Distributors**”). 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 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 distributor’s status changes making them ineligible for the Promotion, Signify reserves the right to provide notice of immediate termination of the Qualified Distributor from the Promotion. Participating Qualified Distributors 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 Promotion is a trade promotion whose benefits are offered at the discretion of Signify. The Promotion will run from January 4, 2022 to March 31, 2022 (the “**Promotion Period**”), or while supplies last, whichever comes first. By participating in the Promotion, Qualified Distributors can receive 1) an Individual Order Credit based on into stock net purchases of Eligible Products on qualifying orders (the “**Individual Order Credit**”) an/ord 2) a Growth Rebate based on into stock net purchases of all Eligible products during Q1 that meet or exceed a target level (the “**Growth Rebate**”). This offer cannot be combined with any other promotional discount.

ELIGIBLE PRODUCTS: For purposes of this Promotion, “**Eligible Products**” include Stock ready LED Lamps and Stock Ready luminaires, which are listed at: <https://www.assets.signify.com/is/content/Signify/Assets/signify/united-states/20211231-sgn-21048B-ready-to-go-catalog-2022.pdf>

HOW TO PARTICIPATE: To participate in the Individual Order Credit, during the Promotion Period, a participating Qualified Distributor needs to send their into standalone, stock purchase orders of Eligible Products to promotion.order@signify.com, or submit them via EDI or MyLighting with the voucher codes listed in Table A for processing.. The order must clearly state the expected total invoice amount to verify that the order is pricing as expected.

To participate in the Growth Rebate, during the Promotion Period, a participating Qualified Distributor needs to enroll in the program by January 31, 2022 at <https://www.signify.com/en-us/support/stock-partner-program> and contact their Signify Sales representative for more information on their individual Q1 2022 Stock Ready Growth target.

INDIVIDUAL ORDER CREDIT: To qualify to receive the Individual Order Credit, the net invoice amount of qualifying Stock Ready LED Lamp and Stock Ready Luminaire individual orders must meet or exceed the levels shown in Table A.

GROWTH REBATE: To qualify to receive the Growth Rebate, Qualified Distributor must meet or exceed the into stock net purchase target levels shown in Table B during the promotion period.

All credits will only be offered on into stock net purchases of qualifying products during the Promotion Period. Sales are subject to verification by Signify. Additional documentation may be requested. Order must ship complete by March 31, 2022 for credit to be issued. Allow up to 6 weeks from the end of the promotion for issuance of credit. Claim Restrictions: No cash alternative or prize substitutions will be allowed. Rebates as part of this promotion may not be combined with any other promotional discounts.

Table A

Q1 2022 Individual Order Credit Table

Stock ready luminaires			Stock Ready LED lamps		
Net Purchase Order Amount	Credit	Promo Code	Net Purchase Order Amount	Credit	Promo Code
\$30,000	2%	Q1LUMS2	\$15,000	2%	Q1LED2
\$50,000	4%	Q1LUMS4	\$35,000	4%	Q1LED4

Table B

Q1 2022 LED Lamps Stock Ready Growth Rebate Offer Table

Q4 2021 LED Lamps Net Invoice Amount Target	Credit Opportunity
20% over Q4 2021 LED Lamps into stock net invoice amount during Q1 2022	2% on total Stock Ready LED Lamp into stock net invoice amount during Promotion Period
25% over Q4 2021 LED Lamps into stock net invoice amount during Q1 2022	3% on total Stock Ready LED Lamp into stock net invoice amount during Promotion Period

Q1 2022 Stock Ready Luminaires Growth Rebate Offer Table

Q4 2021 Stock Ready Luminaire Net Invoice Amount Target	Credit Opportunity
20% over Q4 2021 Stock Ready Luminaire into stock net invoice amount during Q1 2022	2% on total Stock Ready Luminaire into stock net invoice amount during Promotion Period
25% over Q4 2021 Stock Ready Luminaire into stock net invoice amount during Q1 2022	3% on total Stock Ready Luminaire into stock net invoice amount during Promotion Period

TAXES: Winning Qualified Distributor 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. Winning Qualified Distributor shall be responsible for issuing all necessary tax reporting to the winning individuals, including gathering all pertinent taxpayer information. Accordingly, winners may be issued an IRS 1099 Form for the fair market value of the prize.

ELIGIBILITY: In addition to any other eligibility requirements set forth herein, throughout Qualified Distributor's participation in the Promotion, Qualified Distributor must (a) be in compliance with all contracts and agreements with Signify, including, without limitation, this promotion, (b) maintain good credit standing with Signify, (c) maintain a current registration profile, and (d) meet such other criteria as Signify may reasonably require. This promotion is not exclusive as to Qualified Distributor and Signify may authorize any third party to participate in the Promotion or in a promotion with similar or different terms.

CONFIDENTIAL INFORMATION: Non-public information supplied by Signify or its affiliates to Distributors 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.**” Distributors 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.

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

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

ADDITIONAL ELIGIBILITY REQUIREMENTS: In addition to any other eligibility requirements set forth herein, throughout Qualified Distributor’s participation in the Promotion, Qualified Distributors must (a) be in compliance with all contracts and agreements with Signify, including, without limitation, this promotion, (b) maintain good credit standing with Signify, (c) maintain a current registration profile, and (d) meet such other criteria as Signify may reasonably require. This promotion is not exclusive as to Qualified Distributor and Signify may authorize any third party to participate in the Promotion or in a Promotion with similar or different terms.

NO IMPROPER PAYMENTS: In carrying out its responsibilities on behalf of Signify, Qualified Distributors and its owners, officers, directors, employees, or agents have not and will not engage in any activities that violate the United States Foreign Corrupt Practices Act, or any other anti-corruption laws or laws prohibiting the payment of commercial or private bribes. In particular, and not in limitation of the foregoing, Qualified Distributor and its owners, officers, directors, employees, or agents will not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of any money, gift, or anything of value to any Government Official, as defined below, for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to any person. As used in this Section, “Government Official” means any officer, director or employee at any level of a government or any department, agency, or instrumentality thereof, or of a public international organization (e.g. the World Bank, International Monetary Fund or United Nations), or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization or any candidate for political office, or a political party or party official. Distributors shall indemnify and hold Signify harmless against any and all claims, losses, or damages arising from or related to any breach of this Section.

EFFECT ON EXISTING AGREEMENTS Except as expressly provided for in these Terms and Conditions, your relationship with Signify shall continue to be governed by your written agreement(s) with Signify North America Corporation and/or its affiliate. Except as expressly modified hereby, the agreement between Qualified Distributor and Signify remains unchanged and in full force and effect. Any material breach by Qualified Distributor of the terms of the agreement which gives Signify the right to terminate such agreement shall also be deemed a material breach of this Promotion, entitling Signify (in addition to any other remedy it may have at law or equity) to terminate Qualified Distributor’s participation in this Promotion without notice and without opportunity to cure. This Promotion, including the performance of all obligations hereunder, shall automatically and immediately terminate upon the termination of the agreement. Together with the agreement, this Promotion sets forth the entire agreement, understanding, representations and warranties of the parties hereto in respect of the subject matter hereof, and supersedes all prior agreements, arrangements, presentations and understandings relative to the subject matter hereof, whether written or oral, express or implied. No oral or written statement, representation, warranty or promise made prior to or contemporaneously with the execution of this letter agreement shall be binding upon either party with respect to the subject matter hereof or shall otherwise affect the enforceability of the agreement in accordance with its terms. Under no circumstances shall anything contained herein or otherwise related to the Promotion be considered, interpreted, or construed to modify the commission or other consideration owed by Signify to Distributors.

ALLOWANCES: Except as may be expressly agreed to in a separate, written agreement duly executed by Signify, Qualified Distributor is not entitled to nor eligible to receive from Signify any credit, rebate, allowance, or incentive of any kind. Except as expressly authorized by Signify hereunder or as otherwise agreed in writing, Qualified Distributor may not set-off or issue a debit memo for any amounts owed by Qualified Distributor against any amounts owing by Signify to Qualified Distributor hereunder.

NON-ASSIGNMENT: This Promotion may not be assigned by Qualified Distributor (including any incentives due Qualified Distributor under this Promotion), by merger, operation of law, or otherwise, without the express written consent of Signify. Any

attempted assignment of this Promotion in contravention of the foregoing shall be null and void. Nothing herein shall be deemed or construed as vesting in any third party the rights to enforce the terms of this Promotion. In the event that Qualified Distributor becomes controlled, directly or indirectly, by someone other than the party exercising control as of the date of this Promotion, Signify reserves the right to immediately upon notice to Qualified Distributor suspend and/or terminate this Promotion, including the issuance of any incentive as may have accrued hereunder.

NO REPRESENTATIONS OR WARRANTIES; LIMITATION OF LIABILITY: Signify makes no warranties of any kind with respect to the Promotion, either express or implied. In no event will either party be liable to the other, or any third party, under any theory of liability for any indirect, incidental, or consequential damages (including without limitation, lost profits or revenue), even if such party has been advised of the possibility of such damages. Signify's aggregate, cumulative liability shall in no event exceed the amounts actually paid to Qualified Distributor hereunder.

LIMITATIONS OF LIABILITY: By participating in this Program, Qualified Distributors 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 Program or any program-related activity, or from Qualified Distributors' acceptance, receipt, possession and/or use or misuse of any benefit. 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 Program 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 Program is subject to these terms and conditions and the terms and conditions, rules, policies and procedures that Signify may, in its discretion, adopt from time to time. Signify may amend the Program Terms at any time without notice. By participating in the Program, Qualified Distributors represent that they understand and agree to be bound to these Terms and Conditions, as may be modified, and the decisions of Signify, which are final and binding.

GENERAL: Qualified Distributor shall maintain true, accurate, and complete accounting books and records regarding Qualified Distributor's activities under this Program. Signify may, without prior notice, immediately suspend, or terminate Qualified Distributor's participation in the Program in the event of any of the following: (i) if Qualified Distributor submits inaccurate, incomplete, or fraudulent claims, reports, or information, (ii) if Qualified Distributor 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 Distributor assets, which in Signify's reasonable opinion, may affect the ability of Qualified Distributor to perform its obligations under this Program or any other agreement in a manner satisfactory to Signify. Signify'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 Signify are final.