

## Serta Insider! Terms & Conditions

To help Serta Insider! Program (the “Program”) members fully understand the Program’s special services, benefits and awards, the following Terms and Conditions have been prepared as a reference. These provisions will govern participation in the Program and it is the member’s responsibility to read and understand all of them. Serta, Inc. (“Serta”) may change the Program rules, conditions, benefits, or awards pertaining to the Program at any time without notice. Program partner awards (if any), and associated benefits may be subject to taxes; any required disclosure and tax liability is each member’s sole responsibility. Membership in the Program, the awarding and redemption of Program offers are void where prohibited by law, and are subject to applicable government regulations. These Terms and Conditions are governed by the laws of the State of Illinois. These Terms and Conditions may only be modified in writing by Serta. You may access updated Terms and Conditions of the Program at [www.serta.com/insider/terms](http://www.serta.com/insider/terms).

### General Terms and Conditions

- 1. These Terms and Conditions May Change.** Serta may, among other things: change earning ability, withdraw, limit, modify or cancel any award, cancel or change partner awards, increase the Program requirements to redeem any award, modify or regulate the transferability of Program benefits. Program enrollment may take up to seven business days. No retroactive Program benefits will be awarded.
- 2. Eligibility.** In order to enroll in the Program, you must be at least eighteen (18) years of age (or the age of majority in your state of residence, whichever is older) and a legal resident of the fifty United States or the District of Columbia. You must also have online access and a valid email address. Individuals are only eligible to have one Program membership. Memberships cannot be shared or combined by more than one person. Corporations, associations, or groups cannot enroll in the Program.
- 3. Enrollment in the Program.** To enroll in the Program, go to [www.SertaInsider.com](http://www.SertaInsider.com) and select “Enroll Now!”. You must complete all non-optional fields, including your full name, address, city, state, zip code, email address and phone number. If you currently have an account with Serta, log into your account and click “Enroll Now!” to enroll.
- 4. Dining Dollars Rewards.** In order to be eligible for Dining Dollars Rewards, you must enroll in the Program one (1) calendar day prior to the purchase of a Serta mattress, and you must register a mattress purchase within ninety (90) days of enrollment, unless otherwise agreed to in writing by Serta. If you do not enroll at least one (1) day prior to the purchase or if you do not register a mattress purchase within ninety (90) days of enrollment, you will still be eligible for other Program offers, but you will not be eligible to receive Dining Dollars Rewards. Dining Dollars Rewards are provided by Serta’s Program partner, Destination Rewards, Inc. For more information on Dining Dollars rewards, please go to <https://www.serta.com/insider/about>

**5. Serta Savings Reward Certificates.** Serta Savings Reward Certificates will be awarded to Program members up to two (2) times per year. Serta Savings Reward Certificates may only be redeemed after the purchase of a subsequent qualifying Serta mattress and must be redeemed according to the instructions on the certificate. Serta Savings Reward Certificates may be transferred to non-Program members upon the approval of Serta. (Approval instructions will be provided in connection with the delivery of the certificate.)

**6. Other Offers and Rewards.** Periodically during the year, Serta will provide Program members with special offers and/or discounts. Accounts must be open and in good standing in order to qualify for all special offers and/or discounts. All determinations regarding the standing or eligibility of an account shall be made at the sole discretion of Serta.

**7. Termination of Program.** The Program may continue until such time as Serta at its sole discretion elects to designate a program termination date. Serta has the right to end the Program by providing written notice to then Active Members ninety (90) days in advance. All Program benefits in the account will be forfeited ninety (90) days after the written notification. An "Active Member" is a member that has received Program benefits and has provided and maintained a valid e-mail address. If you fail to maintain an active, valid email address, or if you opt-out of receiving Program emails, you will no longer be an Active Member and all Program benefits will be forfeited thirty (30) days after you cease to be an Active Member. If you wish to be a member in the Program after you cease to be an Active Member, you must create a new Program account.

**8. Termination of Membership.** Serta may discontinue membership for any member who acts in an abusive manner (including but not limited to abusive behavior targeted at Serta employees, retailers or affiliates or abusive behavior via social media) or in a manner inconsistent with local, state or federal laws. Discontinued membership under this Section will result in the immediate loss of all accumulated Program benefits and the Program account will be closed. We also reserve the right to deny future membership if we deem your conduct to violate these Terms and Conditions. Our failure to insist upon or enforce your strict compliance with these Terms and Conditions will not constitute a waiver of any of our rights.

**9. Transfer of Insider! Benefits.** Except as otherwise provided in Section 5, the transfer, sale or barter of Program benefits and partner awards or benefits other than by Serta is prohibited. Program benefits or partner awards that have been transferred, sold or assigned for such purposes may be confiscated or canceled. Program accounts are for member's benefits only and are not transferable to another person for any reason including divorce or inheritance. In the case of a documented death of a Program member, the Program account is transferable to a person sharing the same residential mailing address.

**10. Privacy Policy.** The information you provide as a member of the Program will be handled according to the Serta Privacy Policy. <https://www.serta.com/privacy-policy>

**11. Account Information.** You may view your membership activity online at <https://www.serta.com/user/insider> For information about your membership, simply log-on to your account online, contact Serta by e-mail at [rewards@shop.serta.com](mailto:rewards@shop.serta.com) or call 1-855-407-3782 with your member ID. Or, you can contact us by mail at: Serta, Inc., 3 Golf Center #162, Hoffman Estates, IL 60169

**12. Updates to Terms and Conditions.** We may, in our discretion, change these Terms and Conditions, Serta.com Terms of Use or Privacy Policy, or any aspect of the Program membership. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

**13. Limitation of Liability.** IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN THESE TERMS AND CONDITIONS, IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE PROGRAM. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT YOU SPENT ON QUALIFYING PURCHASES IN THE MOST RECENT TWELVEMONTH PERIOD. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**14. Dispute Resolution.** In consideration for participating in the Program, except for intellectual property claims, you agree that if you have a dispute with Serta about the Program, you will try to resolve the dispute through negotiation with Serta. If agreement cannot be reached through negotiation, you agree to seek resolution on an individual basis only through binding arbitration in the State of Illinois and that the laws of the State of Illinois will govern the substantive resolution of the matter. If for any reason a claim proceeds outside of binding arbitration, the laws of the State of Illinois will govern.