

Thank you for your interest in participation in WAVE Electronics Premier Program. This program is designed to reward participants for the purchases of products from WAVE Electronics. Participation in the WAVE Electronics Premier Program is voluntary.

**WAVE Electronics  
Premier Program  
Terms and Conditions**

The following Terms and Conditions apply to the WAVE Electronics Premier Program. See Program Rules for additional detailed terms, conditions, eligibility requirements.

**Participation:** WAVE Electronics Premier Program (the "Program") is intended solely for authorized dealers and enrollment in the Program must receive approval from WAVE Electronics. Employees of WAVE Electronics, its subsidiaries, and affiliates are not eligible to participate or earn awards in this program.

**Personal Information:** Participants are required to provide certain personal information to receive Incentive payments and for tax purposes. Participants' personal information will only be used for stated tax and payment purposes and will not be used for any other purpose. Failure to provide such information will result in denial of participation or removal from the program.

**Reward Options:** The Premier Program offers two options in receiving reward benefits, pre-paid Mastercard® or credit on Participant's WAVE account. The selection of the preferred method in receiving the Incentives will remain in place for the length of participation. In choosing pre-paid Mastercard, a 1099 (tax reporting) will be presented to the participant at the end of the calendar year explained in Taxes section (below).

**Reward Payouts:** In order to receive payouts (via pre-paid Mastercard or credit on Participant's WAVE account) Participant's account must be current and in good standings with WAVE Electronics. Any invoice past due over 10 days will automatically forfeit all Reward Payouts.

**Taxes:** WAVE Electronics will not withhold any taxes on Incentive payments. Incentive payments may be taxable to participants. All tax liabilities resulting from rewards under the WAVE Electronics Premier Program are the sole responsibility of the Incentive award recipient and by participating in the Programs; participants agree that such liability is theirs exclusively. WAVE Electronics will provide tax reporting documentation related to Incentive program awards as may be required by law. Depending upon the particular Program, Incentives may be paid in cash or in-kind (non-cash Incentives). In-kind Incentives (i.e., watches, electronic devices, tickets) may be taxable to Participants.

**Qualifying Sales:** In addition to these terms and conditions, the Program has terms and conditions for sales eligible for Incentives ("Qualifying Sales"). Participant claims will solely be for Qualifying Sales of WAVE Electronics products to consumers. Refurbished/Openbox/Clearance product sales and demonstration ("demo") unit sales are not eligible in the program unless otherwise specified in the applicable eligibility rules. Incentive claims will be provided by WAVE Electronics on behalf of the Participant and can be reviewed online at the Program website: [www.SITE.com](http://www.SITE.com) (TBD). WAVE Electronics reserves the right to verify eligibility of Incentive claims and supporting documentation, including, without limitation, sales invoice documentation. WAVE Electronics will determine validity of any, and all, claims in its sole discretion. Please refer to the Programs website at [www.SITE.com](http://www.SITE.com) (TBD) for claims review.

**Modification and Termination of Programs:** WAVE Electronics reserves the right to modify program rules and to cancel the program at any time without prior notification or warning. In the event of Program termination, Program Participants will have 30 days from the program termination date in which to submit final reward claims. WAVE Electronics assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or alteration of, entries. WAVE Electronics and/or its agents are not responsible for any problems and/or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by WAVE Electronics on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any damage to participant's or any other person's computer and other property relating to, or resulting from participation in this Program or from downloading any materials in this Program. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; WAVE Electronics RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

Program Participants waive any and all claims of liability and hereby, release, indemnify, and hold harmless WAVE Electronics. WAVE Electronics and their parent company, subsidiaries, affiliates and their shareholders, directors, officers, and employees from, and against, any accident, loss, or injury occurring as a result or consequence of the Program or any award received, or not received, through the Program.