

VIKING COOKING SCHOOL REWARDS PROGRAM

Terms and Conditions

(Effective September 28, 2009)

These Terms and Conditions govern all aspects of participation in the Viking Cooking School Rewards Program (“VCS Rewards” or the “Program”) and are effective as of the date set forth above and supersede all prior versions of the Terms and Conditions as of such date.

I. General Information

- a. *Sponsors.* VCS Rewards is offered by Viking Cooking School, LLC (“VCS”), a subsidiary of Viking Range Corporation (“VRC”). VCS is sometimes individually referred to as the “Sponsor.” These Terms and Conditions are subject to interpretation by Sponsors in their sole discretion and are governed by Mississippi law.
- b. *Participation.* By participating in the Program, a Member agrees to all Terms and Conditions specified herein and any future changes in the Terms and Conditions. To view or obtain the most up-to-date Terms and Conditions for the Program visit www.vikingcookingschool.com (the “VCS Website”) or call 1-601-898-2778. A Member must attend at least one (1) VCS class at any location during each calendar year in order to maintain membership in the Program and maintain accrued Points.

II. Automatic Enrollment, Opt Out and Participation

- a. *Automatic Enrollment and Opt Out.* Each person who enrolls in and takes a Viking Cooking School class and is at least 18 years of age is automatically enrolled as a VCS Rewards Program Member (“Member”), unless that person opts out of the Program in one of the following ways: (1) clicking the opt out option on an e-mail received from VCS regarding the Program; (2) clicking the opt out option on the Program’s page on the VCS Website; or (3) signing the opt out form received in person at a Viking Cooking School location. Membership begins upon completion of the person’s first Viking Cooking School class.
- b. *Eligibility.* Corporations, groups and other entities are not eligible. Members cannot maintain more than one account or share accounts. Employees of VCS and VRC and distributors and Dealers (as defined herein) of Viking® brand products are not eligible.
- c. *Membership point value.* Members earn VCS Rewards points (“Points”) toward discounts on future purchases of Viking® brand major appliances (“Qualified Products”). Points are only valid at participating Viking® brand retailers and dealers (“Dealer(s)”). Members earn one Point per U.S. dollar spent on VCS class tuition. A person arranging or sponsoring an event at a VCS may retain all Points from the event. Points shall post to a Member’s account approximately thirty (30) days after the date of the VCS cooking class. All U.S. dollars spent to enroll in or purchase VCS classes from January 1, 2009 forward shall be converted into Points for Members. Members may earn additional Points through special offers and promotions.
- d. *Members’ Statements.* The Sponsor shall send a periodic statement indicating the Member’s total Points earned to the Member’s e-mail address submitted on the cooking

school enrollment form. Members may request their Point balance on the Program's page on the VCS Website which will direct the Member's inquiry to VCS customer services. Customer services will respond with the Member's Point balance by e-mail.

- e. *Change of name and/or address.* Members are responsible for communicating name and e-mail or regular mail address change information to the Program via the Program's page on the VCS Website. VCS will not send U.S. mail and will not monitor address changes through the U.S. Postal Service.
- f. *Erroneously posted Points.* In the event that any Points are erroneously posted to a Member's account, Sponsor may remove them from the Member's account at any time without notice. A Member should notify Sponsor immediately if the Member's account balance is in error.
- g. *Tax.* Points and rewards earned through the Program may be subject to taxes, which is the sole responsibility of the Member and will not qualify to earn additional Points.
- h. *Void where prohibited.* Participation in the Program and/or the awarding and redemption of Points are void where prohibited by law and where any registration approval or licensing is required.
- i. *No cash value or transferability.* VCS Rewards Points in a Member's account do not constitute property of the Member and have no cash value. A Member may transfer VCS Rewards Points to a family member who is also a Member, but otherwise, Points are non-transferable.

III. Redeeming Points

- a. *Redemption request.* A Member must request redemption of Points via e-mail through the web portal on the Program's page on the VCS Website. VCS staff will confirm Points earned and then create a certificate (the "Certificate") indicating customer's name, customer's Program membership number, the value of the certificate, Dealer instructions, and contact information for VCS customer service for any inquiries related to the program. A PDF file of the Certificate and any associated redemption forms shall be sent via e-mail to the Member. Points shall be deducted from the Member's account when the redemption request is made.
- b. *Use of Certificate.* When purchasing a Qualified Product, a Member shall present a printed copy of its Certificate and any associated redemption forms to a Dealer who will provide the model number of the purchased Qualified Product and any other required Dealer information and validation associated with the Certificate. The Certificate may be transferred to a family member of the Member or to a non-profit entity but is otherwise non-transferable. The Certificate may be redeemed only by the Member listed on the Certificate or in the case of family members or non-profit entities, with the Member's written consent set forth on the Certificate. The Dealer shall send the completed Certificate and associated forms, including all of Member's information, and a copy of the qualifying purchase invoice, to Sponsor for authorization of the reward to the redeeming Member. Within four to six weeks of authorization, Sponsor shall send a reward check to the Member at the address indicated by Member on the Certificate's redemption forms.

- c. *Certificate issues.* VCS will contact the Member if the Member's account has an insufficient number of Points available to redeem for a Certificate.
- d. *No returns or conversions.* All redemptions are final and Certificates may not be returned for credit or otherwise converted after the redemption request. Lost or stolen Certificates will not be replaced. Purchased Qualified Products will not be replaced nor Points re-credited to a Member's account if the purchased Qualified Product is lost, stolen, or otherwise destroyed after purchase.
- e. *Availability.* All Qualified Products are subject to availability and a particular model or series may be discontinued at any time by VRC without notice.
- f. *Limitation of use.* Members may combine Points with other discounts or special offers of Sponsors for no greater than a fifteen percent (15%) total discount on each purchase of Qualified Products. Each Certificate may be used for a Qualified Product purchase one time. The Dealer shall calculate this amount at the time of Member's purchase of the Qualified Products.

IV. **Membership Cancellation, Modification, Expiration and Termination**

- a. *Cancellation.* A Member may cancel his/her membership at any time by notifying Sponsor customer services by e-mail (the originating e-mail address must be that which Member indicated at enrollment or is otherwise noted in Member's account), U.S. mail or telephone.
- b. *Alteration of terms and conditions.* Sponsor may modify, alter, delete or add new terms and conditions to the Program at any time without notice. This includes modifying, altering, adding or deleting Point values, redemption opportunities and conditions for active status in the Program at any time without notice. In addition, a Sponsor may convert the Program and Members' Points into different rewards programs having different point values at any time without notice. This includes modifying the number of points needed to reach a rewards level, the time for earning points, or the Qualified Products, such that a Member may not be able to obtain, earn or claim certain Qualified Products despite length of participation in the Program.
- c. *Expiration.* Members must attend one (1) VCS class per calendar year at any location in order to maintain Points accrued. All Points posted to a Member's account shall expire on the last day of any calendar year in which that Member has not attended at least one (1) VCS class at any location. At that time, the Member's membership in the Program will also terminate. Certificates expire within one (1) year of issue.
- d. *Termination by Sponsor.* Sponsor may terminate the Program at any time six months after it announces such termination, without further obligation to the Member. This means that regardless of the amount of time a Member participates in the Program, the Member's right to accumulate additional Points for discounts on Qualified Products may be terminated and all accrued Points in Member's account cancelled six (6) months after termination of the Program is announced if not then used.
- e. *Termination for fraud or abuse.* Fraud or abuse of the Program by Members is subject to administrative and/or legal action by Sponsor including termination of the Member's account, forfeiture of all accrued Points and/or cancellation of any previously issued

rewards. A Sponsor may terminate or suspend a membership, including, but not limited to, cancelling Points in his/her account, if the Member fails to pay the Dealer for the purchased Qualified Product when any such payment is due.

- f. *Other.* Sponsor reserves the right to terminate a Member's account at its sole discretion.

V. **Miscellaneous**

- a. *Website use.* No warranties are made as to access to or content of the VCS Website or that the functioning of the VCS Website will be uninterrupted or error free. Use of the website is at the Member's own risk. Internet access is a condition precedent to participation in the Program.
- b. *Privacy policy.* VRC maintains a privacy policy which is applicable to Members' participation in the Program. The VRC privacy policy can be obtained at www.vikingrange.com, or by sending a written request to the following address:

Viking Range Corporation

Attn: Market Analysis Manager

111 Front Street

Greenwood, MS 38930

- c. *Terms and Conditions applicability.* The Terms and Conditions in effect at the time of a request for redemption will govern the redemption of Points.
- d. *Sponsor communications.* Each Member agrees to receive advertising, marketing materials and other communications from Sponsors.
- e. *Contact information.* A Member may request information regarding his or her account or ask Program-related questions by e-mailing rewards@vikingcookingschool.com or calling VCS customer service at 1-601-898-2778.