

Last updated: April 2021

Subject to the Wren Kitchens Recommend-a-Friend Program ("Program") Terms and conditions ("Terms") below, Wren Kitchens USA ("we", "us", the "Company") offers you the opportunity to receive a discount when you refer your friends and they place and order with us.

These ("Terms") govern this Program. Please read the Terms carefully.

Participation in this Program is deemed acceptance of these Term, Wren's **Terms and conditions** and the Company's **Privacy Policy**

## Definitions

Recommender: The individual who recommends eligible Referees, subject to these terms

Referee: Eligible friends and family who are referred to Wren Kitchens to complete a qualifying order

Qualifying Order: The purchase of a Wren Kitchen that meets the criteria and minimum order value set out in these Terms.

This Program aims to award a \$299 rebate on the cost of a Wren Kitchen to the Recommender once their recommended friend or family ("Referee") has their Qualifying Order successfully delivered.

At the point the Referee places a Qualifying Order, he or she will receive a \$299 discount, in line with the Terms listed below.

## Privacy

Participation in this Program may require users to submit personal information about themselves and Referees, such as name, phone number, and email addresses. The personal information will be collected, processed and used in accordance with the Company's Privacy Policy which can be found at <https://www.wrenkitchens.com/us/security-privacy>

## Eligibility Criteria

To qualify for this Program, the Recommender must:

- Have a personal Wren Kitchens account
- Have purchased a kitchen from Wren Kitchens USA in the last 12 months
- The purchased kitchen must have a minimum order value of \$5,000 or over ("Qualifying Order")
- The kitchen must be delivered, with the final invoice paid

Recommenders must be 18 years or older, or the age of majority in their state of residence.

Employees, contactors and other personnel of Wren Kitchens or any of its advertising or promotional agencies, including family and household members, are not eligible.

Providing the above requirements are met, the referee must:

- Not have a showroom appointment, home measure, order or quote that was created within the last 12 months with Wren Kitchens USA.
- Not have an existing lead referral, unless it has a status of CANCELLED or DECLINED
- Have a qualifying Wren Kitchens purchase with a minimum order value of \$5,000 ("Qualifying Order")

Referees must be 18 years or older or the age of majority in their state of residence.

#### How it works

To recommend your friend, you must email your Wren Kitchens designer with the following details of the Referee:

- Referee's Name
- Referee's email address

Recommenders also must include in the email that they are recommending a friend, in connection with the "Recommend A Friend" Program.

Wren Kitchens will contact the Referee via email within five working days, to create their Wren Kitchens account.

- We will attempt to contact the Referee twice with regards to the recommendation.
- After two attempts, all data relating to the Referee will be removed from our systems.
- Wren Kitchens will not use data collected through this Program for additional communications or marketing purposes, without the express consent of the individual.

The Program applies to the first lead created after a referral has been accepted.

Where the Referee makes a Qualifying Purchase, a \$299 discount will be applied to their order at the point of payment.

Once the Referee's kitchen is delivered and invoiced, we will issue a \$299 check rebate within 14 days to the Recommender, subject to these Terms.

The check will be delivered by mail to the address recorded on the Recommender's Wren account.

No cash or other alternatives will be offered in place of the check rebate.

There is a limit of two (2) friends the Recommender can recommend, and each Referee will qualify for a rebate if they meet the Eligibility Criteria and conditions of these Terms.

Recommenders will also qualify for a \$299 rebate on the cost of their Wren Kitchen per successful recommendation, up to the amount of \$598.

The recommendation will become invalid in the event that a Referee creates an account with Wren Kitchens USA before the designer contacts them about the Program and makes an order.

#### Taxes and Fees

Any taxes due in connection with any rebates or discounts awarded to the Recommender and Referee are their sole liabilities as recipients. Recommender and Referee are solely responsible for paying any U.S federal, state, local and foreign taxes in accordance with applicable laws. It is the policy of this Program and in compliance with United States Internal Revenue Service regulations, that we may send an IRS Form 1099 or other appropriate form to any Recommender or Referee if we are required to do so by applicable law.

#### Conduct

By participating in this Program, you agree not to:

- Violate applicable law;
- Stalk harass or harm another individual;
- Impersonate any persons, or otherwise misrepresent another individual's identity;
- Interfere with another individual's use of the Program;
- Attempt to gain unauthorized access to the Program, or to other accounts, computer systems, or networks connected to the Program;
- Transmit any file that contains viruses, worms, Trojan horses or other contaminating or destructive features;
- Use the Program to conduct or engage in any illegal activity or other activity that infringes on the rights of others;

#### Termination and Change

We may change, extend, suspend or terminate this Program or your ability to participate in the Program at any time for any reason.

Wren Kitchens reserves the right to change, extend or withdraw this offer at any time. Wren will give prior notice of any changes a minimum of two weeks before the change. Any recommendations after the change will not be counted. Recommendations made before the change can be redeemed up to 60 days after the change.

We reserve the right to suspend accounts or deny any discounts or rebates offered under this Program if we notice or detect any activity, we believe is abusive or fraudulent. We reserve the right to review and investigate all referral activities or modify referrals as we deem fair and appropriate.

## Release of Liability

By participating in the Program, you release Wren Kitchens and its agents from all liability, including, without limitation all liability with respect to all/any discounts and/or rebates awarded.

## Applicable Law

Except where prohibited, disputes, claims and causes of action arising out of or related to this Program shall be resolved under the laws of the United States, and except where prohibited Connecticut law (without reference to its conflict of laws principles), and all participants agree to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Milford, Connecticut.

## Updates and Changes to these Terms

Wren Kitchens can update these Terms at any time without prior notice. If Wren Kitchens modifies these Terms, we will post the modification **on our website** and such modification is effective upon posting. Continued participation in the Program after modification shall constitute such modification.

## Force Majeure

Wren Kitchens shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

## Severability

If any provisions of these Terms are held to be invalid, void, or unenforceable, such provision (or the part of it making it invalid, void or unenforceable) will be struck and will not affect the validity or enforceability of the remaining provisions.

## Contact Us

Wren Kitchens Limited, 1110 Hanover Street, Hanover Industrial Estates, Sugar Notch, Hanover Township, PA, 18706, USA.