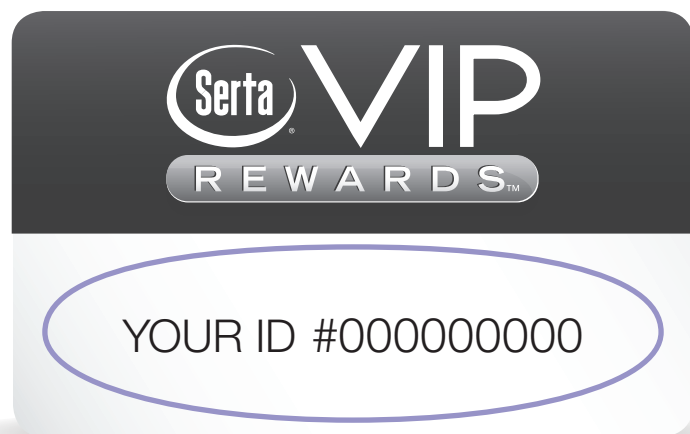




You'll earn \$100 per year up to \$1,000. Also, receive discounts & benefits from our partners.

It's simple to start earning rewards:

- 1 Visit www.serta.com/VIPRewards and register for the program.
- 2 Enter the ID number circled on the card below to verify your enrollment.



Start earning up to \$1000 toward your next mattress purchase today!

Plus with our partner program, you'll automatically receive emails with valuable discounts & benefits once you are enrolled in the VIP Rewards Program.

To give you the best variety, our partners and offers change often, please visit www.serta.com/VIPRewards for a complete list of our partners.

Love your new bed? Tell your friends, earn more rewards!

With our Refer-A-Friend we make it easy for your friends and family to enjoy restful sleep too.

Did you know 97% would recommend iComfort® to a friend or colleague?*

- You'll get an extra 100 points and your friend will receive a valuable mail-in offer on their new purchase. It will be exclusive to them just for being referred by you.
- Log on to www.serta.com/VIPRewards and click on refer-a-friend
- Enter as many friends and family as you wish

Who do you know that deserves quality sleep night after night?

Need a second bed?

Do you have a second bedroom, a child or a second home that needs a new bed? Then simply enjoy your first \$100 reward and save. We offer many styles to choose from. Visit your local retailer or serta.com to shop today!

Complement your new mattress purchase with our iComfort® accessories. Designed to add comfort and protection to your new sleep system.



*Source: GfK Buyer Satisfaction Study, 2012



Your Exclusive VIP Rewards Number is Inside!

Start earning up to \$1000 toward your next mattress today!



Congratulations, your new mattress set qualifies for Serta® VIP Rewards!

With our exclusive program you can earn up to \$1000 towards your next mattress purchase!

How does Serta® VIP Rewards Work?

- Register your new mattress set online at www.serta.com/VIPRewards
- Enter your Exclusive Serta® VIP Rewards ID number on the opposite page (the one circled in purple)
- Each number is unique and may only be entered one time
- You'll earn 100 points per year. Each point is worth \$1 when redeemed

Redemption Points	Minimum Mattress Purchase	VISA Gift Card Rebate Amount
100	\$999	\$100
200-1,000	\$1,999	\$200-\$1,000

When you wish to redeem, simply log into your account at serta.com/VIPRewards

1. Enter the number of points you wish to redeem
2. Enrolled members complete the online redemption form and mail-in rebate
 - a. Redemptions start at \$100 for purchases \$999+ OR \$200+ for purchases \$1,999+
 - b. Redemption requires the following information:
 - Printed copy of the completed online redemption form
 - A copy of the invoice for the "NEW" bed purchase
 - A photo of the law tag from the original qualifying bed purchased (needed on all redemptions for \$200 or more)
3. Once mailed, your Serta® VIP Rewards redemption will be processed and approved
4. In 6-8 weeks you'll receive your VISA gift card in the dollar amount equal to your number of redeemed points

Plus, our partner program will provide you with valuable discounts and offers.

Don't delay, start earning up to \$1,000 toward your next mattress. Register today!

To help Serta VIP Rewards™ members fully understand the VIP Rewards 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 VIP Rewards may change the program rules, conditions, benefits, or awards pertaining to the program at any time without notice. Serta VIP Rewards Points, 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 Serta VIP Rewards Program, the awarding of Serta VIP Rewards Points and redemption of Serta VIP Rewards Points 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, Inc. You may access updated Terms and Conditions of Serta Rewards at www.serta.com/VIPRewards/rules.

General Terms and Conditions

1. These Terms and Conditions May Change. Serta VIP Rewards may, among other things: change earning ability, withdraw, limit, modify or cancel any award, cancel or change partner awards, increase the Serta VIP Rewards point requirement to redeem any award, modify or regulate the transferability of Serta VIP Rewards Points or benefits. Program enrollment may take up to seven business days. No retroactive VIP Rewards Points will be awarded.

2. Enrollment in VIP Rewards Program. To enroll in the VIP Rewards Program, go to www.serta.com/VIPRewards and select enroll in program. You will need to provide the following information: Full Name, Address, City, State, Zip, Email, Phone, Number from the VIP Reward tag on your new mattress. If you currently have an account with Serta, simply sign into my account and add your VIP Reward tag number.

3. Point Accrual. You can earn 100 points for each qualifying mattress purchased. (A list of qualifying mattresses is located at www.serta.com/VIPRewards/mattress.) Provided you remain an Active Member (as defined in these Terms and Conditions), at the end of the anniversary month of each qualifying mattress purchase for, you will receive an additional 100 points ("Anniversary Points"), up to a maximum of 900 Anniversary Points per qualifying mattress purchase. There are no limits on the number of qualifying mattress purchases. Points expire ten years after they are credited to your account. A maximum of 1000 points will be awarded for each qualifying mattress purchase. Members may also accumulate VIP Rewards Points for multiple eligible products per calendar year. For example, if there are multiple purchases linked to the Account, the Customer can receive VIP Rewards Points for all eligible purchases. All points will be rounded down to the nearest whole number and will be determined by Serta, whose accounting shall be controlling and final. Serta reserves the right to make adjustments to your accrued VIP Rewards Point balance at any time in accordance with the rules in these terms and conditions. Accounts must be open and in good standing in order to qualify for all awards of VIP Rewards Points including bonus points through promotional offers. All determinations regarding the standing or eligibility of an account shall be made at the sole discretion of Serta. VIP Rewards Points expire ten years from the end of the calendar month in which they are credited to the associated VIP Rewards Member Account unless we terminate participation in the Program by the Customer or VIP Rewards is terminated, in which case the VIP Rewards Points will expire as described in these Terms and Conditions.

4. VIP Rewards Point Redemption. Upon enrollment of an eligible Account, a VIP Rewards Member Account will be set up for the VIP Rewards Member who will be eligible to redeem the VIP Rewards Points attributed to the Account. Serta will transfer accumulated VIP Rewards Points each calendar month to the VIP Rewards Member Account at the close of each calendar month period. VIP Rewards Points are not eligible for redemption by the VIP Rewards Member until they are transferred to his or her VIP Rewards Member Account. Please see the new member materials delivered to the VIP Rewards Member upon enrollment or visit www.Serta.com/VIPRewards for the complete rules governing redemption which may be amended from time to time. Redeeming your VIP Rewards is easy. Log into your account and select Redeem VIP Reward. You will be prompted to fill in your redemption information. You will need a copy of the invoice from your new Serta mattress purchase, (a readable electronic photo, PDF, scanned copy or photo copy and for some redemptions you may be required to include a electronic photo, of the law tag on your original mattress. Once the form is completed, you must print and mail your redemption to – Serta- VIP Rewards Dept. PO Box 5359 Knoxville, TN 37928. VIP Rewards Points will be debited from your account at the time you complete the redemption form. IF YOU FAIL TO MAIL YOUR REDEMPTION FORM TO SERTA WITHIN 90 DAYS OF YOUR QUALIFYING MATTRESS PURCHASE, YOUR POINTS WILL BE FORFEITED.

All redemptions are subject to verification and approval. Once approved, you will receive a VISA or MasterCard with your approved total dollar redemption amount. This process can take 6 – 8 weeks. VIP Rewards is not responsible for partner withdrawals from the program, changes in partner service or for Serta VIP Rewards point cancellations caused by withdrawals.

5. Termination of Program. The Serta VIP Rewards Program may continue until such time as Serta VIP Rewards at its sole discretion elects to designate a program termination date. Serta VIP Rewards has the right to end the Serta VIP Rewards Program by providing written notice to then Active Members ninety days in advance. All Serta VIP Rewards Points in the account will be forfeited ninety (90) days after the written notification. An "Active Member" is a member that has received Serta VIP Rewards Points 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 Serta VIP Rewards Points will be forfeited sixty (60) 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 Serta VIP Rewards account.

6. Termination of Membership. Serta VIP Rewards may discontinue membership for any member who acts in an abusive manner 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 Serta VIP Rewards Points and the Serta VIP Rewards 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.

7. Transfer of VIP Rewards Points. The sale or barter of Serta VIP Rewards Points, partner awards or benefits other than by Serta VIP Rewards is prohibited. Serta VIP Rewards Points, partner awards or benefits that have been transferred, sold or assigned for such purposes may be confiscated or canceled. Accrued points do not constitute property of the Member. Serta VIP Rewards Points are for member's benefit only and are not transferable to another person for any reason including divorce or inheritance. In the case of documented death of a Serta VIP Rewards member, Serta VIP Rewards Points are transferable to a person sharing the same residential mailing address.

8. Eligibility. Members must be a legal resident of the fifty (50) United States, the District of Columbia, or Puerto Rico and at least 18 years of age and the age of majority in their state of residence. Individuals are only eligible to have one Serta VIP Rewards membership. Memberships cannot be shared or combined by more than one person. Corporations, associations, or groups cannot enroll in Serta VIP Rewards.

9. Privacy Policy. The information you provide as a member of the Serta VIP Rewards Program will be handled according to the [Serta Privacy Policy](http://www.serta.com/privacy), www.serta.com/privacy.

10. Account Information. You may view your membership activity online at www.serta.com/VIPRewards. For information about your membership, simply log-on to your account on line, contact Serta by e-mail or phone 855-407-3782 with your member ID. Or, you can contact us by mail at:

Serta VIP Rewards Program
Serta- VIP Rewards Dept. PO Box 5359 Knoxville, TN 37928

We may, in our discretion, change these Terms and Conditions, Serta.com Terms of Use or Privacy Policy, or any aspect of the Serta VIP Rewards 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.

11. 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 TWELVE-MONTH 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.

12. 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.

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