

SHARE SUNPOWER PROGRAM TERMS AND CONDITIONS

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SHARE SUNPOWER PROGRAM TERMS AND CONDITIONS

These Share SunPower Program (the “Program”) Terms and Conditions (the “Terms and Conditions”) establish the rules and conditions for participating in the Program. The Program is being administered by GetTheReferral.com Inc., 715 J Street Suite 200, San Diego, CA 92101 (hereinafter “Administrator”) on behalf of SunPower Corporation (“SunPower”), located at 77 Rio Robles, San Jose, CA, 95134. SunPower and Administrator are collectively referred to as “Program Entities”.

The Terms and Conditions shall apply to both referrer (“Advocate”) and any referred friends (“Referred Friend”) participating in the Program. To participate in the program as an Advocate, you will be required to either: (1) download GetTheReferral.com’s Advocator Application (“App”) onto your mobile device and follow the instructions provided on the App and comply with any conditions to make a referral or (2) create a Share SunPower account online through our website at ShareSunPower.Com and comply with all conditions to make a referral. By referring a friend, acting on a referral, using the Program, or otherwise participating in the Program, both Advocate and Referred Friend (collectively, “Users”) agree to be bound by: (1) the Terms and Conditions; (2) [SunPower’s Privacy Policy](#); and (3) [GetTheReferral.com’s Privacy Policy](#) in their entirety. By installing the App and/or creating a Share SunPower account online and providing his/her mobile phone number, Advocate consents to have SunPower call or text Advocate at the phone number provided, even if the Advocate is on a national or state “Do Not Call” list.

HOW THE PROGRAM WORKS

1. Program Participation, generally

To participate, download the Advocator Application onto your mobile device or create a Share SunPower account online and follow the on-screen instructions and conditions to refer as many friends, family members or colleagues as you want.

Users who refer are called “Advocates”, “Referrers”, or “Ambassadors”; individuals who are referred are called “Referred Friends”, “Friends” or “Referrals”. For every “Qualified Referral” (defined below), an Advocate may be eligible to receive “Reward(s)” (also defined below), provided an Advocate is otherwise eligible under, and fully compliant, with the Terms and Conditions.

SunPower and/or Administrator reserves the right to modify or amend the Terms and Conditions, the amount of Rewards, and methods through which Rewards are earned, at any time. Program Entities reserve the right to disqualify any Advocate at any time from participation in the Program if he/she does not comply with any of these Terms and Conditions.

2. Eligibility Criteria:

Advocates must be a legal resident of one of the 50 U.S. States or the District of Columbia, who (1) is 18 years of age or older, and (2) has the legal right to provide to Program Entities the personal information (e.g., name, email address, phone number and zip code) of each Referred Friend.

QUALIFIED REFERRALS

Rewards will only be awarded for Qualified Referrals.

A “Qualified Referral” means that the Referred Friend meets all the following criteria within sixty (60) days of being identified as a referral by the Advocate:

1. The Referred Friend must meet in-person with an active SunPower Dealer or active authorized representative and complete a solar evaluation. If the Referred Friend meets with an approved, active SunPower Dealer or active authorized representative using any other link or method, the referral will not count as a Qualified Referral and Advocate will not earn a Reward.
2. The Referred Friend was not previously referred to SunPower or any SunPower subsidiary or affiliate under any email address or alias, did not previously request information from SunPower or any SunPower subsidiary or affiliate, was not previously identified to or by SunPower or any SunPower subsidiary or affiliate as a lead or potential customer, is not already a customer of SunPower or a customer of a SunPower subsidiary or affiliate, or a resident of a household that is already a customer of SunPower or a SunPower subsidiary or affiliate;
3. At the time of the referral, the Referred Friend is a legal resident of one of the 50 U.S. states or the District of Columbia, who is 18-years of age or older; and
4. The Referred Friend owns, or is legally able to act on behalf of the owner of the, residence, home, or property on which the solar installation will be placed.

These criteria are subject to change.

EARNING REWARDS

Advocate shall receive one (1) Reward equal to \$100 for each valid and verified Qualified Referral subject to the restrictions contained in these Terms and Conditions. If a Referred Friend is referred by more than one Advocate, the first Advocate to refer the Friend to the Program Entities in compliance with these Terms and Conditions in the sole discretion of the Program Entities will be considered the only Advocate and will be the recipient of the Reward. Only one Qualified Referral can apply to a household, e.g. a husband and wife or partners who co-own a home will count as one Qualified Referral and be subject to one Reward.

Rewards are subject to verification. Program Entities may withhold a Reward for investigation, or refuse to process any transaction that SunPower deems fraudulent, suspicious, in violation of the Terms and Conditions or believes will impose liability on SunPower, its subsidiaries, affiliates or any of their respective officers, employees, representatives and agents.

All SunPower decisions are final and binding, including the decision as to whether a Qualified Referral, Credit or Reward is valid.

CLAIMING REWARDS

Advocates can view the Rewards earned and Rewards available to claim within their “Advocate” account. Rewards cannot be combined with any other SunPower offers and may be redeemed in various forms in Program Entities’ sole discretion. Check your Advocate account for details. Restrictions may apply; for example, if the Reward is in the form of a gift card, gift certificate or voucher, it may be subject to issuer’s Terms and Conditions.

Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of an Advocate’s Advocate account for any reason, any unredeemed Rewards accumulated by Advocate are forfeited.

DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting our customer service department at 1-800-SunPower. **In the unlikely event that our customer service department is unable to resolve a complaint you may have to your satisfaction (or if we have not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA in San Francisco. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class actions are not permitted.**

LIMITATION OF LIABILITY

By participating in the Program, Users agree: (a) to be bound by these Terms and Conditions, the decisions of the Program Entities and/or their designees, and the Privacy Policies of SunPower Corporation and GetTheReferral.com; b) to indemnify, release and hold harmless Program Entities and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the “Released Parties”), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward); and (c) to be contacted by the Program Entities via e-mail, mail and/or phone. Program Entities reserve the right to make changes or additions to these Terms and Conditions for any reason at any time. Program Entities’ failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Reward, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. Program Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Program, and reserve the right, in their sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond Program Entities control, corrupt the administration, security or proper play of the Program.

The Released Parties shall not be liable to any Users for failure to supply any Reward or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

As a condition of entering the Program, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential and any other damages, and waives any and all rights to have damages multiplied or otherwise increased.

Program Entities reserve the right to cancel or suspend this Program should it determine, in its sole discretion, that the administration, security or fairness of this Program has been compromised in any way.

APPLICABLE LAW

Any and all disputes, claims and causes of action arising out of or related to this Program or any prize awarded shall be resolved under California law and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California.

PROHIBITED CONDUCT

- A. Advocate and/or Referred Friend agree not to use the Program or App to:
 1. Violate applicable law;
 2. Infringe the intellectual property rights of the Program Entities or any third parties;
 3. Stalk, harass, or harm another individual;
 4. Collect or store personal data about other Users without their knowledge or consent;
 5. Impersonate any person, or otherwise misrepresent User's identity;

6. Interfere with, disrupt or violate the Terms and Conditions, or servers, or networks connected to the Program; or disobey any requirements, procedures, policies or regulations of such networks;
7. Interfere with another User's use of the Program;
8. Attempt to gain unauthorized access to the Program, or to other accounts, computer systems or networks connected to the Program;
9. Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating destructive features;
10. Use the Program to conduct any activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
11. Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.

B. Bulk Distribution:

If an Advocate provides a Personal Link to a Referred Friend by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Program Entities' sole discretion is expressly prohibited and may be grounds for immediate termination of the Advocate's account and deactivation of the Personal Link.

C. Fraudulent and Suspicious Behavior:

Program Entities may prohibit a User from participating in the Program or receiving a Reward, in their sole discretion, if they determine such User is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other users or representatives of Program Entities. Use of any automated system to participate is strictly prohibited and will result in disqualification. Users may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or receive a Reward. Program Entities reserve the right to disqualify any User and/or cancel any Reward(s) it finds to be tampering with the entry process or the operation of the Program, submitting self-referrals, or violating these Terms and Conditions. Referrals generated by a script, macro or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, we reserve the right to cancel, change, or suspend the Program.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

REPRESENTATIONS AND WARRANTIES

Advocate represents and warrants that: (1) Advocate will only provide contact information, including name, email address, and telephone number, of a close friend or family member. All other phone numbers are expressly prohibited. (2) Advocate shall not provide the telephone number of any telephone subscriber that is younger than 18 years old. (3) Advocate has express permission from the close friend or family member to provide his or her email address and telephone number to the Program Entities for purposes of participating in the Program; and (4) the close friend or family member has provided express consent to be contacted by the Program Entities for purposes of Program participation. Advocate shall not provide email addresses and telephone numbers for which express consent has not been obtained.

INDEMNIFICATION

Advocate shall indemnify, hold harmless and defend the Program Entities from and against any actual or alleged loss, liability, obligation, damage, cost, or expense (including without limitation, attorneys' fees and expenses) resulting from or relating to any (i) misrepresentation by Advocate; (ii) breach of any representation and warranty by Advocate; or (iii) any alleged claim arising out of, related to, or alleging any violation of the Telephone Consumer Protection Act and the Amended Telemarketing Sales Rule or any of their state law equivalents. The Program Entities shall have the right to choose defense counsel with respect to any alleged claim.