

SunPower Corporation Refer-A-Friend Terms

SunPower Corporation (“we”, “SunPower Corporation” or “Company”) may, from time to time, offer purchasers or lessees of its photovoltaic systems (“Service”), or other persons, the opportunity to earn rewards by referring friends to try the Service (“SunPower Referral Program” or “SunPower Refer-a-Friend Program” or “Program”). We reserve the right to terminate the Program at any time for any reason. The Program is administered by ZFERRAL, INC., 409 S. Washington Ave, Royal Oak, MI 48067 (“Administrator”). The Company and Administrator are collectively referred to as “Program Entities.”

These terms (“Terms and Conditions”) shall apply to a User’s(as defined below) participation in the Program. By participating in the Program, Users agree to use the Program in the manner specified in the Terms and Conditions. If User does not agree to these Terms & Conditions in their entirety User is not authorized to register as a Referrer or to participate in the Program in any manner. Users may not participate in a Program where doing so would be prohibited by any applicable law or regulations. By referring a friend and/or otherwise participating in the Program, the Referrer and Referred Friend agree to be bound by these Terms and Conditions and the Company’s Privacy Policy and the Administrator’s Privacy Policy.

1. Privacy

Participation in the Program may require users to submit personal information about themselves and their friends, family members or colleagues (collectively “Users”), such as name, address, phone number, and e-mail address. The personal information will be collected, processed and used in accordance with Company’s Privacy Policy which can be found at <http://us.sunpower.com/privacy/website-policy/> and Administrator’s Privacy Policy which can be found at <http://www.getambassador.com/privacy>. In addition, personal information may be used by Company or Administrator, on Company’s behalf, to contact Users in a variety of manners including via mail, e-mail and/or phone with regards to participation in the Program and to receive communications from Company including advertising, marketing materials and other communications from Company as well as to share the information that the Referrer made the referral with the Referred Friend. Users may opt out of receiving these emails by clicking on the opt out on the bottom of any of the emails and following the instructions. If User opts out of receiving marketing emails from SunPower, Users will continue to receive administrative emails regarding Users participation in the SunPower Refer a Friend program. By User providing User’s phone number, User consents to SunPower contacting User using an automatic telephone dialing system and/or prerecorded voice.

2. How the Program Works

a. Program Participation, Generally

To participate, visit share.sunpower.com and follow the on-screen instructions to refer as many friends, family members or colleagues as you want to the Service.

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

We reserve the right to modify or amend at any time these Terms and Conditions and the methods through which Rewards are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms and Conditions.

b. Eligibility Criteria

Referrers must be legal residents of the 50 U.S. states and the District of Columbia who 1) are 18 years or older and 2) have the legal right to provide the personal information (e.g., name, email address, phone number, and zip code) of each Referred Friend.

Companies and employees of Program Entities or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible.

c. Qualified Referrals

Upon referring a Friend, Referrers will be provided with a unique and personal "Refer-a-Friend" page or account to check the status of his/her Qualified Referrals and to manage his/her account and rewards. Personal Links will be issued only to individuals. An individual must be registered with the Program to be issued a Personal Link but no purchase is required.

Referrers must respect the spirit of the Program by only referring real third-party individuals who meet the requirements of these Terms and Conditions. For example, a Referrer may not create multiple or fake accounts with SunPower Corporation or participate in the Program using multiple or fake email addresses or identities.

Rewards can only be awarded for Qualified Referrals. A Qualified Referral means that all the following conditions are met:

1. Residential Referrals only apply. The Referred Friend must be a homeowner.
2. The Referred Friend must have completed the purchase or lease process using the Referrer's Personal Link. If a Referred Friend purchases or leases with the Service using any other link or method, the registration will not count as a Qualified Referral and Referrer will not earn a Reward;
3. The Referred Friend was not previously registered with the Service under any email address or alias;
4. The Referred Friend is a legal resident of the 50 U.S. states and the District of Columbia who is 18 years or older; and
5. Only one Qualified Referral can be earned for each Referred Friend. Any additional or subsequent purchases made by a Referred Friend will not be Qualified Referrals.

d. Earning Rewards

Referrer shall receive (1) Reward for each valid and verified Qualified Referral. Restrictions may apply.

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

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

If a Referred Friend is referred by multiple Referrers, the first Referrer to submit the required information based on the date and time of the submission (as determined by SunPower in its sole discretion) shall be the only Referrer entitled to receive the Reward.

e. Claiming Rewards

Referrers can view the Rewards earned and Rewards available to claim within their "Refer-a-Friend" page or account.

Rewards cannot be combined with any other Company offers and may be redeemed in various

forms in Program Entities' sole discretion. Check your SunPower Refer-A-Friend account for details. Restrictions may apply; for example, if the Reward is the form of a gift card, gift certificate or voucher it may be subject to the 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 a Referrer's SunPower Corporation account for any reason, any unredeemed Rewards accumulated by Referrer are forfeited.

3. 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 ZFERRAL, INC. b) to 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.

4. 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 (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California.

5. Publicity

Participation in the Program and/or acceptance of a Reward constitutes permission to Program Entities to use any User's SunPower Corporation profile information, statements, biographical information, and city and state address for any and all promotional or advertising purposes in connection with the Program, on a worldwide basis and in all forms of media without review, permission or further compensation of any amount or kind whatsoever, where permitted by law.

6. Conduct

a. Prohibited Conduct, Generally

Users agree not to use the Program to:

1. Violate applicable law;
2. Infringes 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;
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 or 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 a Referrer 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 Referrer'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 RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.