

**Advantage Installer Program Website**  
**Terms and Conditions of Use**

**1) DEFINITIONS**

“**Administrator**” means CRWW GmbH, administrating the Program on behalf of the Promoter.

“**Advantage Installer**” has the meaning set forth in the TO PARTICIPATE section hereof.

“**Advantage Installer Terms and Conditions**” means the Advantage Installer Program Terms and Conditions of Use providing the details of the Program not pertaining to the Website and which supplement these Terms and Conditions.

“**Data Protection Legislation**” means the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and any successor legislation to the GDPR.

“**GDPR**” means the General Data Protection Regulation ((EU) 2016/679).

“**Participant**” has the meaning set forth in the ELIGIBILITY section hereof.

“**Program**” means the Promoter’s Advantage Installer Program, as further described in the Advantage Installer Terms and Conditions and all its component parts.

“**Promoter**” means SunPower System Sarl, a company organized under the laws of Switzerland, having its business address at WTC II, 29 route de Pre-Bois, 1215 Geneva, Switzerland.

“**We**”, “**Us**”, “**Our**” means the Promoter.

“**Website**” means [www.sunpower-advantage.com](http://www.sunpower-advantage.com)

**2) GENERAL TERMS**

These Loyalty Program Website Terms and Conditions of Use (these “**Terms and Conditions**”) apply to the Promoter’s Program and shall be binding on any participant wishing to enrolment to that Program, to the extent that:

- (i) the participant has accepted these Terms and Conditions as well as the Advantage Installer Terms and Conditions, by checking the appropriate boxes on the Website;
- (ii) the Promoter has assessed and confirmed that the participant meets the Program’s eligibility conditions to become a Participant, which are set forth in the Eligibility section of these Terms and Conditions; and
- (iii) the Participant has become an “Advantage Installer” of the Promoter in the conditions set forth in the Advantage Installer Terms and Conditions.

If the Website is accessible to any participant for enrolment and account creation purpose, the participant shall be authorized to take part in the Program, transact points, or use any other aspect of the Program or Website once all the above-mentioned conditions have been met.

The Program runs from October 2020 and shall terminate at a date to be decided by the Promoter at its sole discretion, subject to reasonable prior notice sent by the Promoter to each of the then-enrolled Participant.

The Promoter or the Administrator shall be entitled to amend these Terms and Conditions and/or to amend, suspend, withdraw or cancel the Program including for the avoidance of doubt any associated rewards at any time and without prior notice. These Terms and Conditions together with any other instructions listed elsewhere on the Website form the full terms and conditions of use of the Website. It is the participant’s responsibility to familiarise itself with these Terms and Conditions on a regular basis for possible changes.

The Promoter reserves the right, in its sole discretion, to disqualify any Advantage Installer that acts in any fraudulent manner, attempts to bypass the security of the Website or affects the administration, security, fairness, integrity, or proper conduct of the Program, who tampers with the entry process or reward redemption, or may benefit from such tampering.

The Promoter assumes no responsibility in relation to the Website for any error, omission, interruption, deletion, defect, delay in operation or transmission.

Participants must not register nor use the Website on behalf of another individual. Only one e-mail address per Participant will be allowed for registration.

In the event of any disputes relating to the Program or points awarded, the Promoter's decision shall be final and binding and no correspondence will be entered into. All disputes relating to Rewards products and fulfilment will be at the discretion of the Administrator.

To the extent permissible by law, the Promoter, the Administrator and/or their employees, contractors, suppliers and agents associated with the Program, shall not be liable for and shall be held blameless for any loss, damage, injury or any claim whatsoever which is suffered (including but not limited to direct or consequential loss) as a result of or arising from a person participating in the Program and associated publicity.

The Promoter and/or the Administrator cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Advantage Installers participating to the Program agree that the Promoter and the Administrator will have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a prize, or from participation in the Program. Nothing in this clause shall limit the Promoter's or the Administrator's liability in respect of death or personal injury arising out of its own negligence.

Where Advantage Installers are given notice of Program termination, all points must be redeemed 30 days following notification of the end of the Program.

### **3) DATA PROTECTION AND PRIVACY**

The Promoter shall act as Data Controller as defined in Data Protection Legislation. The Promoter agrees to comply with their obligations under all applicable legislation. In particular, the Promoter shall share personal data of the Participants with the Administrator for the purposes of administration of the Program, fulfilment of Rewards orders placed by the Advantage Installers, communications regarding the Program and other Promoter-related marketing as outlined in the Privacy Policy: <https://sunpower.maxeon.com/int/privacy-policy>.

### **4) ELIGIBILITY**

Registration to the Program is open to participants which satisfy the following conditions, which satisfaction will be assessed by the Promoter: (i) be validly existing and in good standing in their respective jurisdiction of formation, which shall be one of the following: Poland, Spain, Portugal, Norway, Sweden, Denmark, and other jurisdictions in which the Promoter may extent the Program at its sole discretion from time to time; (ii) have at least two years of qualified experience as seller and installers of the Promoter's solar photovoltaic modules in such jurisdiction at the time of entry into the Program (such eligible participant having met those conditions, a "**Participant**"). Participants declare to be compliant with all applicable laws, rules and other regulations relating to promotion, marketing, use, sale and installation of solar photovoltaic modules.

This Program cannot be combined with any other similar web-based Programs.

Employees of the Promoter, their employees, suppliers and agents associated with the Program are not eligible to register to the Program.

### **5) TO PARTICIPATE**

Participation to the Program is open to Participants which have reached the status of Advantage Installer in the conditions set forth in the Advantage Installers Terms and Conditions (such Participant having reached that status, an “**Advantage Installer**”).

Advantage Installers shall only earn Rewards Points on eligible sales and installation of the Promoter’s solar photovoltaic modules to end-customers located in its jurisdiction of formation, provided, that the Promoter reserves the right to provide from time to time other triggering events which may allow the Advantage Installers to earn Reward Points in addition to those associated to eligible sales and installation, which is hereby consented to by each Participant enrolling into the Program.

The Promoter is not responsible for lost, corrupted or delayed entries. Any failure to follow these Terms and Conditions, the Advantage Installers Terms and Conditions, any abuse of the Program, any conduct detrimental to the interests of either the Promoter or the Administrator, or any misrepresentation of any information furnished to the Promoter may result in the termination of the Advantage Installer’ participation, the cancellation of its accrued points, rewards or benefits, or both.

## **6) EARNING REWARD POINTS**

Reward points will be awarded to each Advantage Installer based on the criteria and frequency set forth in Exhibit A to those Terms and Conditions, which may be amended from time to time subject to reasonable prior notice sent by the Promoter to each of the then-enrolled Participant.

Each Advantage Installer may opt to either:

- (i) save points awarded for redemption at a later date; or
- (ii) redeem some or all of the points awarded for prizes through the Website.

Points must be redeemed via the Website. Prizes, once chosen, can only be changed if the redeemer contacts [enquiries@my-rewards.com](mailto:enquiries@my-rewards.com) within 24 hours of the redemption. There is no cash alternative.

Advantage Installer’s points will expire after 12 months of allocation to its account unless redemptions are made within that 12-month period.

Any fraudulent activity of accounts, points balances, voucher codes and reward redemptions by any Advantage Installer may result in the termination of its account and the cancellation of its accrued points or rewards orders placed, or both. The Promoter and Administrator shall seek to recover from such Advantage Installer any losses incurred as a result of any fraudulent activity.

## **7) REDEEMING INSTANT POINTS VOUCHER CODES**

Reward points will be automatically credited to the Advantage Installer’s account on redemption of its instant points voucher code. Codes must be redeemed prior to the published expiry date, which is hereby consented to by each Participant.

The Advantage Installer may opt to either:

- (i) save points awarded for redemption at a later date; or
- (ii) redeem some or all of the points awarded for prizes through the Website.

Points must be redeemed via the Website directly with the Administrator. Prizes, once chosen, can only be changed if the redeemer contacts [enquiries@my-rewards.com](mailto:enquiries@my-rewards.com) within 24 hours of the redemption.

## **8) ORDERING REWARDS**

Points may only be redeemed via the Program Website Administrator. Prizes, once chosen, can only be changed if the redeemer contacts ([enquiries@my-rewards.com](mailto:enquiries@my-rewards.com) w within 24 hours of the redemption.

Points cannot be redeemed for cash or any other kind of payment by the Promoter to the Advantage Installer.

The Advantage Installer may not combine points with other forms of payment, pool, transfer or combine points with any other Advantage Installer or Program in order to redeem rewards.

### **Substitution**

In the case of a Reward item not being available, the Administrator will contact the Advantage Installer within 7 days of placing the order and offer a replacement item of similar value. If the Advantage Installer does not wish to accept the replacement item, the points value will be re-credited.

The Administrator reserves the right to remove or include any reward from the range at its discretion and the Advantage Installers may not rely upon the continued availability of a reward category or reward item. The Administrator will honour any Rewards that have already been ordered by an Advantage Installer prior to any price alterations.

### **Delivery**

The delivery of reward items will be made within 28 days of placement of order unless otherwise stated on the Website or by email communication.

The delivery of all reward items will be made to the address as supplied by the Advantage Installer at the time of order. The delivery address for reward items should be to an address where the item can be signed for. If there is nobody available to sign for receipt of the goods then the delivery company will usually leave a card with contact details for the Advantage Installer to arrange delivery again. Where a rearranged delivery is made and there is nobody present to sign for the item the supplier may at their discretion charge for re-delivery costs and this will be passed on to the Advantage Installer.

Delivery of damaged items must be refused and items found to be damaged on delivery or after opening packaging must be advised within 48 hours to the Administrator's customer service team to enable timely follow up with the third party supplier or courier and arrange for a replacement to be shipped. Couriers will generally not accept liability for damages or lost items beyond this time frame.

Where a signed-for delivery is made to the Advantage Installer but delivery is not possible for whatever reason, the Administrator will arrange for re-delivery at the earliest possible opportunity but there may be charges incurred by the Advantage Installer from the courier or similar service provider for re-attempting delivery for which the Advantage Installer shall be liable.

### **Customs charges**

We make every effort to ensure that reward items include all customs taxes and any other border charges however in the event that this does arise and is outside of the Administrator's control, this will be either charged to the Advantage Installer as a points deduction or a separate charge.

### **Returns and faults**

Returns of reward items will be arranged for the Advantage Installer if there is a fault with the reward item or it is damaged provided the issue is reported to the Administrator within 48 hours of receipt. Couriers will not generally accept liability for damages or lost items beyond this time frame.

If the Advantage Installer wishes to discuss or organise a return, exchange or refund of any item, please contact us within 48 hours of receipt.

The Advantage Installer acknowledges that some reward items are not returnable and non-refundable (i.e. customised items, made to order, perishable goods such as flowers/food or personal items such as jewellery or cosmetics).

Where faults develop after 14 days from receipt, these will be subject to manufacturer warranties.

### **Tax**

Some prizes and rewards may be considered a taxable benefit to the recipients and may give rise to tax or National Insurance or other local tax implications in the Advantage Installer's jurisdiction. Prior to entering into the Program, each Participant should consult its tax, legal or accounting advisor if it has questions in

respect of taxes and other contributions that the Advantage Installer or its employees may be required to pay on rewards in the Advantage Installer's jurisdiction of formation.

The Promoter and the Administrator will absolve themselves from any liability arising from any tax or National Insurance Contributions arising from this prize. Recipients are directly responsible for accounting for and paying to their local tax offices any tax liability and NI contributions or other local taxation arising on their prize.

## **9) ACCOUNT AND WEBSITE SECURITY AND APPROPRIATE USE OF THE WEBSITE**

As a user of the Website, each Participant and Advantage Installer must use its services in an appropriate and lawful manner, including, without limitation, that you may not:

- save as specifically authorised by Us or the Administrator, copy, disclose, modify, reformat, display, distribute, licence, transmit, sell, publish, transfer or otherwise make available the Website or any of its content
- replicate the Website or create a separate border around any part of the Content or services (also known as "framing") ("Content" means all data, information, material and content, including but not limited to text, pictures, photographs, software, video, music, sound and graphics);
- remove, change or obscure in any way anything on Website, unless specifically authorised;
- remove or delete other users of the Website;
- reverse engineer or decompile (whether in whole or in part) any software used in the Website;
- use the Website and anything available from it or any reward items for illegal purposes or in breach of any applicable laws, statutes and regulations or codes of practice;
- remove, obscure or change any copyright, trademark or other intellectual property right notices contained in the original material or from any material copied from the Website;
- receive, access or transmit any Content which is obscene, pornographic, threatening, racist, menacing, offensive, indecent, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright) or otherwise objectionable or unlawful;
- circumvent user authentication or security of any host, network or account, nor interfere with service to any user, host or network, nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are visiting the Website's legitimate web pages or use the Website for any other unlawful or objectionable conduct;
- misuse the Website by knowingly or recklessly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. No Participant or Advantage Installer must attempt to gain unauthorised access to the Website, the server on which our depository of resources is stored or any server, computer or database connected to our Hub. No Participant or Advantage Installer must attack our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, that Participant or that Advantage Installer would breach a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing that Participant's or Advantage Installer's identity to them. In the event of such a breach, that Participant's or Advantage Installer's right to use our Website will cease immediately.

### **Proper conduct and use of your Account**

- To access the Website, the Participant may be given, or able to choose, a User ID and password ("**Access Information**"), which you must treat as confidential. The Participant or Advantage Installer must not disclose its Access Information to any third party.
- As a user of the Website, the Participant must register an account with the Website. This is done via the registration page on the Website or via an email communication. It is the Participant's responsibility to provide accurate information and notify us of any changes. We reserve the right to deny approval of the Participant's registration if it deems that the application is not appropriate or fraudulent.
- The Participant shall be solely responsible for maintaining the confidentiality of its password. The Participant shall immediately notify Us of any known or suspected unauthorised use(s) of its account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of its password. The Participant is fully responsible for all usage and activity on its account. Notwithstanding anything else herein, we reserve the right to pursue any and all claims against the Participant and any user of its account.

- The Participant acknowledges that it is responsible for ensuring that no unauthorised access to the Website and the services obtained using its Access Information and that the Participant is liable for all such activities conducted through its account whether authorised or not. The Participant must inform the Promoter or the Administrator immediately and no later than 24 hours if its Access Information becomes known to any unauthorised user. This includes loss, theft or unauthorised disclosure of its password. The Participant is fully responsible for all usage, including the upload of any malware or fraudulent and other inappropriate activity on its account. Notwithstanding anything else herein, we reserve the right to pursue any and all claims against the Participant and any user of its account.
- The Participant shall notify Us as soon as possible and no later than 24 hours (i) if the Participant is granted access to information which it does not, acting reasonably, believe that it should, due to its function/role/company/organisation, have access to and/or (ii) if it becomes aware that someone within its organisation has been granted access to information which it does not, acting reasonably, believe that they should, due to their function/role, have access to. We reserve the right to modify the Website and/or the Services or suspend or terminate the Website and/or the Services or access to part or all of them at any time, if in our reasonable opinion, the Participant has failed to comply with any of the provisions of these Terms and Conditions. We have the right to disable any Access Information, whether chosen by the Participant or allocated by Us, at any time, if in our reasonable opinion the Participant has failed to comply with any of the provisions of these Terms and Conditions.

Exhibit A

**Reward Points Criteria / Frequency**

Criteria: Participants must scan bar codes of purchased and received modules using program application.

Frequency: Credited to account after validation of bar code and module serial number

Value: Based on representative price of specific module types as displayed within the rewards portal and updated from time to time by the Promoter, The Promoter will inform the Participants in advance of the availability of any such update on the rewards portal.