

# Refer and Ride Rewards Program

## Terms and Conditions

The 'Earn Your Bow' Program ("Program") is a reward program sponsored by SOUTH SHORE DISTRIBUTING, INC., ("Company") through which you ("Referrer") may earn rewards ("Rewards") as set forth

below. This Agreement ("Agreement") is between you and the Company and describes the terms and conditions that apply to the Program. By participating in the Program, you agree to these Terms.

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### 1. Definitions.

1. *'Rainbow'* means the Rainbow® Cleaning System.
2. *'Referred Participants'* means the persons you refer to the Company as part of the Program.
3. *'Demo'* means the Rainbow demonstration performed by a certified independent dealer/sales representative.
4. *'Dealer'* is defined as a certified independent representative that has a contractual agreement with SOUTH SHORE DISTRIBUTING, INC..
5. *'Approved Sale'* is any sale Cash, Check, Credit Card, or Primary Financing.
6. *'Turn Down Sales'* means any sale that gets turned down for primary financing.
7. *'Primary Financing'* is defined as any finance contract that is approved at 90% or greater.
8. *'Secondary Financing and Special Handling'* contracts are any sale lower than 90% and are not eligible for sale credits in this promotion.

**Eligibility.** The Program is open to legal residents who are at least 18 years old and have purchased a Rainbow.

### 2. Earning Rewards.

The Company will pay you a Reward based on the completion of each below step:

1. *Step One.* Book 12 qualified Demos (see Section 6) and have 2 or more qualified sales with your close friends and family within 180 days of your Rainbow purchase.
2. *Step Two.* Six of the 12 Valid Referrals are completed within 45 days of your Rainbow purchase. <sup>1</sup>

3. **Valid Referral.** Referred Participants must meet each of the following qualifications and conditions below to constitute a Valid Referral and count towards your Rewards (initial in each box):

a. *Homeowners.* Referred Participants must be over the age of 18. All Demos must be performed in the Referred Participants' home (no group showings). The Company does check public records for proof of home ownership. No land contracts.

<sup>1</sup> A Completed Referral means that a Demo was successfully performed at the Referred Participants' home. At least 2 of these 12 completed Referrals must result in a Rainbow approved sale the day of Referred Participants' Demo. An approved sale must result in the Referral retaining the Rainbow and not returning the product. If you complete 12 qualified Demos and have at least two sales but your first 6 shows are not completed within 45 days of your purchase, your Reward will be reduced to \$1,594.50.

b. *Couples.* Referred Participants must be two people that are living together and married or romantically involved. At least one person must be gainfully employed or comfortably retired with verifiable legal income.

c. *Credit-Worthy.* Referred Participants must have demonstrable credit-worthiness.

d. *Communication.* Referred Participants must be able to fully communicate in English. Referred Participants must be legal residents.

e. *New Customers.* Referred Participants cannot have seen a Demo in the last 5 years and cannot currently own a Rainbow that is less than 8-years-old.

f. *Nonstandard Referrals.* If a Referred Participant does not meet the criteria above, the Referrer must notify the Company. If the Referred Participant does purchase and retain a Rainbow, after proper notice to the Company, the Referred Participant will be given credit under Section 3 above.

g. *Quality Homes within Marketing Territory.* Referred Participants must live in a quality home (not dilapidated or neglected) that is within the Marketing Territory. The Marketing Territory may be found on the Company's website at [software.rainbowoffice.net](http://software.rainbowoffice.net).

h. *Personal Referrals.* Referred Participants must be persons whom you personally know (i.e. family and personal friends). Both the rider and referred participants must politely participate.

i. *Participation at Demos.* The Referrer must be present at the scheduled Demo.

j. *Scheduling.* Referred Participants must schedule through the Company's website at [software.rainbowoffice.net](http://software.rainbowoffice.net). No Demo shall take place before 10:00 AM. If Referred Participants have any questions or concerns on scheduling, please email [neasgiftsforu@gmail.com](mailto:neasgiftsforu@gmail.com).

k. *Rescheduling.* The Company reserves the right to refuse or reschedule any Demo within 2 hours if a scheduled Demo is to take place prior to 12:00 PM, or within 4 hours if a scheduled Demo is to take place after 12:00 PM.

l. *Turndown Sales.* Turndown sales will not be counted towards any Rewards.

m. *Quality Referrals.* It is the sole responsibility of the Referrer to ensure Referred Participants will meet the criteria of this Section 4.

n. *Verification.* Upon completion of Steps One and Two in Section 3 above, the Company's verification team will ensure the Referred Participates qualify as Valid Referrals.

5. **Failure to Meet Qualifications.** The Company reserves the right to refuse a Demo or reschedule a Demo if the Referred Participants fail to meet any of the above qualifications. If a Referred Participant does not meet each qualification, the Referred Participant will still count towards your Rewards *only* if they purchase a Rainbow. Please ensure your Referred Participants meet the above qualifications before scheduling. Upon completion of Steps One and Two in Section 3 above, the Company's verification team will ensure the Referred Participates qualify as Valid Referrals.
6. **Rewards.** Upon completion of Step One in Section 3(a), you will receive a \$1,594.50 Reward. If Step Two in Section 3(b) is completed, you will receive an additional \$1,594.50 Reward upon the completion of Step One.(c) If you have financed your Rainbow with one of the finance companies we use, we will apply the Rewards to your finance agreement and deduct it from your balance.(d) The Reward amount(s) cannot exceed the cost of your Rainbow. You will be paid your earned Rewards within 4 - 8 weeks of the Referred Participant's first Rainbow payment via mail, or availability at customer appreciation night. It is your responsibility to provide the Company with a valid legal address. Rewards are not assignable or transferrable. In the event of default or cancellation on any sale of a Rainbow as a result of Referred Participant's action or inaction, any Reward due to be paid to Referrer will be withheld until Company is able to acquire the Referred Participants' Rainbow.
7. **Discretion.** The Company will determine, in its sole and reasonable discretion, whether a Referred Participant constitutes a Valid Referral that will count towards your Rewards. The Company's reasonable determination is final.
8. **Limitation of Liability.** The Company, and its parent, subsidiary, affiliate, franchisees, and related companies, and each of its and their respective officers, directors, employees, shareholders, agents and promotional and advertising agencies, successors, assigns (collectively the "Released Parties") are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any website or any combination thereof. Further, the Company disclaims any representations or warranties regarding the products and/or services sold through the Program.

**9.Damages.** Released Parties are not liable for any damages. You waive all rights to any damages from the Company.

a) To the extent that "damages" are awarded by a Court of competent on account of participation in this program or growing out of this contract, the Referrer agrees that compensatory damages are limited to the amount of the potential reward contracted for under this contract and that each party is solely responsible for its own attorney fees and costs of litigation

**10. Indemnity.** By participating in the Program, you accept all responsibility for, and release and agree to indemnify and hold harmless the Company and its respective parent companies, subsidiaries, affiliates, agents, promotion and advertising agencies, including, franchisees, and each of their respective officers, directors, employees, shareholders, and successors, assigns, and service providers from and against any claims, liabilities, damages, or expenses that may arise from actions taken by such Referrer and/or Referrer's participation in the Program, or for any harm or injury caused to any third party.

**11. Severability.** If any provision or part of a provision of these Terms of Use is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

## **12. Other General Provisions.**

1. *Restrictions.* The Company reserves the right to suspend or discontinue the eligibility of any Referrer who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with these Terms of Use or any federal or state laws. In addition to suspension or discontinuance of the Program eligibility, the Company has may take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
2. *Bad Faith.* Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, the Company reserves the right to seek damages from any such person to the fullest extent permitted by law. The Company's failure to enforce any of these Terms of Use shall not constitute a waiver of that, or any other, provision.
3. *Individuals.* The Program is provided to individuals only. Corporations, associations, including school organizations, or other groups may not participate in the Program.

*Resolution of Disputes.* All questions or disputes regarding eligibility for the Program, the availability of items, or a Referrer's compliance with these Terms of Use will be resolved by the Company in its sole discretion. As a condition of participating in the Program, you agree that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item purchased therein shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Connecticut. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms of Use, your rights and obligations, or the rights and obligations of the Company in connection with the Program, shall be governed by, and construed in accordance with, the laws of Connecticut without giving effect to any choice of law or conflict of law rules

(whether of Hartford, Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Connecticut.

e. *Accuracy.* The Company is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.

f. *Tax.* You are responsible for the payment of all taxes which may result from participation in the Program. You will be issued a Form 1099-MISC for Rewards earned.

7. *Governing Law.* The Program is subject to all applicable laws and regulations of the State of Connecticut.
8. *Disclaimer of Warranties.* This Program is provided on an “as is” basis, and we reserve the right without prior notice to discontinue or change the Program at any time. We expressly disclaim all warranties with respect to the Program, including the implied warranties of merchantability and fitness for a particular purpose.
9. *Right to Cancel, Modify, or Suspend.* The Company reserves the right to cancel, modify, or suspend the Program at any time for any reason. Cancellation, modification, or suspension may affect your ability to earn Rewards. The Company reserves the right to disqualify you at any time from participation in the Program if we have a good faith belief that you have violated any of these Terms.
10. *Entire Agreement.* This Agreement is the complete and exclusive statement of agreement between you and the Company and supersedes and merges all prior proposals and all other agreements.
11. *Representations:* Only Dealer representatives are authorized to explain the features and benefits of the product in promoting its sale. While this contract does not restrict you from sharing your own personal experience or opinion of the product being demonstrated, Referrer understands that it cannot go beyond that and must make clear that this is only their own opinion or experience.
12. Referrer understands that participation in this program is not a business opportunity, franchise or investment and acknowledges that no such representations that it is was made.
13. Referrer acknowledges that is is not a Dealer by virtue of participation in this program as defined herein and is not an authorized agent in regards to the sale or demonstration of the product in consequence thereof.

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_