

American Solar Direct's "Get Your Summer Bills Paid" Sweepstakes Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE PARTICIPANT'S CHANCES OF WINNING.

American Solar Direct's ("ASD" or "Sponsor") "Get Your Summer Bills Paid" Sweepstakes (the "Sweepstakes") starts at 9:00 a.m., Pacific Standard Time ("PST"), on Friday, July 15, 2016, and ends at 11:00 p.m. PST, on Monday, August 22, 2016 (the "Sweepstakes Period"). The Sweepstakes is subject to these official Terms and Conditions, and by entering the Sweepstakes, participant ("Entrant" or "Participant") agree to be bound by these Terms and Conditions and the decisions of ASD, which shall be final and binding in all matters relating to this Sweepstakes.

1) ELIGIBILITY: Sweepstakes is open only to legal U.S. residents who:

- a) are at least 18 years of age at the time of entry; and
- b) own a single-family home in San Diego, Ventura, Los Angeles, San Bernardino, Orange, or Riverside County, California that qualifies for the installation of a solar photovoltaic system by Sponsor in accordance with Sponsor's solar qualification criteria.

Directors, officers, employees, contractors, agents or representatives of Sponsor and their respective parent companies, affiliates, subsidiaries, advertising, promotion and production agencies, and their immediate family members (i.e. spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each (collectively, "Sponsor & Others") are ineligible to participate in the Sweepstakes. Sweepstakes void where prohibited or restricted by law.

Finalists must be in attendance at the Del Mar Thoroughbred Club race event on August 27, 2016 in order to win the Sweepstakes Prize.

2) ENTRY: During the Sweepstakes Period, a Participant may enter by either:

- a) completing an official Sweepstakes entry form at an ASD display, while supplies last, while in attendance at a Del Mar Thoroughbred Club race event during the Sweepstakes Period and submitting a copy of Participant's most recent electric bill; or
- b) Completing an online Sweepstakes entry form at <https://www.dmtc.com/asdpromo> and submitting a copy of Participant's most recent electric bill.

All entry forms must be legibly completed. Sweepstakes entry forms that are illegible, mechanically reproduced or obtained through unauthorized channels are not valid and will be void, and any entrant attempting to use any unauthorized Sweepstakes entry forms may, in Sponsor's sole discretion, be disqualified.

Regardless of method of entry, there is a limit of one entry per Participant, per household. If more than one entry is received from the same Participant/household during the Sweepstakes Period, only the first entry received may be considered valid.

ASD's database clock will be the official timekeeper for this Sweepstakes. By entering the Sweepstakes, Entrant agrees to receive promotional offers and notifications from ASD.

ELIGIBLE ENTRANTS MUST SUBMIT THE REQUESTED ENTRY INFORMATION IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Sweepstakes constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Terms and Conditions.

NO PURCHASE OR PAYMENT REQUIREMENT IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

3) SELECTION OF FINALISTS AND WINNER:

a) Selection of Finalists: At the end of the Sweepstakes Period, Sponsor will select eight (8) finalists (each, a "Finalist") in a random drawing at its corporate headquarters from among all eligible and complete entries received during the Sweepstakes Period. Each Finalist is a potential Finalist, subject to verification of eligibility and compliance with these Terms and Conditions. Each potential Finalist will be notified by telephone and/or e-mail as soon as reasonably practical after the random drawing and must respond to such notification by 5:00 PM PST on Friday, August 26, 2016. Failure to respond within the time permitted will be viewed by the Sponsor as declining the Sweepstakes Prize and relinquishing all rights and involvement in the Sweepstakes including the chance to win the Sweepstakes Prize.

Upon verification of eligibility, each Finalist will be provided additional instructions on where he/she must check in and by what time to participate in the Award Event (as described below). Each confirmed Finalist will be eligible to receive a Sweepstakes Prize (as described below). There will be no more than eight (8) confirmed Finalists in the Sweepstakes. Contact with the Finalists will only be made by an authorized agent of ASD. No other contact is valid.

b. Selection of the Winner: Each Finalist must attend the Del Mar Thoroughbred Club race event scheduled to occur on August 27, 2016 (the "Award Event") for a chance to win the Sweepstakes Prize. Award Event date subject to change. Finalists must follow all Sponsor directions, including timely arrival at the Del Mar Thoroughbred Club and timely check-in at the designated location specified by Sponsor. Failure to timely check in at the designated location may cause Finalist to be disqualified, in Sponsor's sole discretion, and may result in forfeiture of the opportunity to participate in the Event for a chance to win the Sweepstakes Prize.

At the Event each Finalist will randomly draw a number from a container provided by Sponsor. Each number will be associated with a horse participating in a race at the Award Event. Numbers are randomly selected by Finalists on a first come, first-serve basis. The Finalist assigned to the top-finishing horse, as determined by race officials and Sponsor, in their sole discretion, will be named the potential winner, subject to verification (the "Winner.") If a horse associated with a number is scratched and not replaced with another horse, then the Finalist with that horse's number may be given the opportunity to select another horse if possible and time permitting, or the Finalist will not receive another number and will not win the Sweepstakes Prize. The potential Winner will be subject to verification of eligibility and compliance with the Terms and Conditions as stated herein before being named the official Winner of the Sweepstakes.

If any potential Finalist or the potential winner is found to be ineligible or not in compliance with the Terms and Conditions or Sponsor is unable to contact a potential Finalist within the required

time period, or in the event that any prize notification is returned undeliverable, such prize will be forfeited and, in the Sponsors' sole discretion, an alternate potential Finalist shall be selected in a random drawing from among all remaining eligible entries, in the event of the Finalist determination; or the Finalist assigned to the next-top-finishing horse, as determined by Sponsor in its sole discretion, in the event of the Sweepstakes Prize. Any selected potential Finalist or the potential winner is subject to the verification requirements set forth above. If a potential Finalist, potential Winner or any alternate Finalist/Winner is found to be ineligible, the Sweepstakes Prize will be forfeited. Sponsor's decision is final and binding in all respects with regard to this Sweepstakes. No Participant or winner shall have the right to contest any decision by the Sponsor or Sponsor's judging organization concerning any aspect of the Sweepstakes or the interpretation of the Terms and Conditions or make a determination as to the qualification of entries into the Sweepstakes.

The odds of being chosen as a Finalist will depend on the total number of eligible entries received during the Sweepstakes Period. The odds of a Finalist winning a Sweepstakes Prize are approximately 1:8.

4) SWEEPSTAKES PRIZE: ASD will award one (1) prize to the Winner, which shall consist of ASD reimbursing Winner for the electric portion only of the utility bills paid by winner for the calendar months of June, July, and August 2016 (the "Bill Pay" or "Sweepstakes Prize"), up to One Thousand Dollars (\$1,000.00.) The actual payment option will be determined by Sponsor in its sole discretion. Sweepstake Prize is awarded only upon proper bill submission. The winner must be listed on the submitted electric bills and will be required to produce evidence of identity prior to tendering of the Sweepstake Prize. Summer bills for June, July and August 2016 must be submitted via email to marketing@americansolardirect.com. No other bill submission option will be available. Subject to availability, the Sweepstake Prize will be delivered approximately 90 days from final verification of Winner's eligibility to the winner's address as set forth in his/her registration, as determined by Sponsor in its sole discretion. The Winner is solely responsible for promptly submitting their June, July and August 2016 electric bill pursuant to these Terms and Conditions. If the Winner refuses or is unable to submit proper bills, the Sweepstakes Prize may be forfeited, at Sponsor's sole and absolute discretion. The Winner is responsible for all taxes and expenses, including but not limited to sales tax, and all other costs incurred in claiming, or using the Sweepstake Prize. Sweepstakes Prize has maximum value of One Thousand Dollars (\$1,000.00.) No substitutions, or transfers of the Sweepstakes Prize permitted.

5) PRIVACY AND PUBLICITY:

All information collected by ASD in connection with any entry will be subject to ASD's privacy policy ("Privacy Policy") available at <https://www.americansolardirect.com/privacy-policy/>.

Once submitted, the entry information becomes the sole property of ASD and will not be acknowledged or returned. Notwithstanding anything to the contrary in ASD's Privacy Policy, and except where prohibited by law, entry by any Participants and/or the Winner's acceptance of the Sweepstakes Prize constitutes permission of such Entrant and/or Winner for ASD to use, without notice or further compensation, worldwide, and in perpetuity, in any and all forms of media, now known and hereafter devised, including, without limitation, on the website or associated Web pages, such Entrant's first name, last name, city and state, for purposes of publishing the Winner List, advertising, trade, promotion and publicity. Additionally, if an Entrant

chooses to opt in to receive communications from ASD, his or her personal information will be subject to ASD's Privacy Policy and terms of service (if applicable), and such Entrant agrees to receive additional e-mail communication from ASD. Opting in to receive communications does not improve one's chances of winning the Sweepstakes Prize.

6) ARBITRATION: BY ENTERING INTO THE SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES (INCLUDING, WITHOUT LIMITATION, ITS PRIZING) OR RELATING TO THESE TERMS AND CONDITIONS, THEIR ENFORCEMENT, ARBITRABILITY OR INTERPRETATION, SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION, TO BE HELD IN LOS ANGELES, CALIFORNIA, BEFORE A SINGLE ARBITRATOR, IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1280 ET SEQ. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES OR, IF THE PARTIES CANNOT AGREE, THEN BY SELECTING AN ARBITRATOR FROM A LIST OF ARBITRATORS SUPPLIED BY JAMS (JUDICIAL ARBITRATION AND MEDIATION SERVICES). IF THE PARTIES STILL CANNOT AGREE ON AN ARBITRATOR, THE ARBITRATOR SHALL BE APPOINTED BY JAMS. THE ARBITRATION SHALL BE A CONFIDENTIAL PROCEEDING, CLOSED TO THE GENERAL PUBLIC. THE ARBITRATOR SHALL ISSUE A WRITTEN OPINION STATING THE ESSENTIAL FINDINGS AND CONCLUSIONS UPON WHICH THE ARBITRATOR'S AWARD IS BASED. THE PARTIES WILL SHARE EQUALLY IN PAYMENT OF THE ARBITRATOR'S FEES AND ARBITRATION EXPENSES AND ANY OTHER COSTS UNIQUE TO THE ARBITRATION HEARING (RECOGNIZING THAT EACH SIDE BEARS ITS OWN DEPOSITION, WITNESS, EXPERT AND ATTORNEYS' FEES AND OTHER EXPENSES TO THE SAME EXTENT AS IF THE MATTER WERE BEING HEARD IN COURT). NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR MAY REQUIRE THAT SUCH FEES BE BORNE IN SUCH OTHER MANNER AS THE ARBITRATOR DETERMINES IS REQUIRED IN ORDER FOR THIS ARBITRATION CLAUSE TO BE ENFORCEABLE UNDER APPLICABLE LAW.

7) RELEASE OF LIABILITY: ASD expressly disclaims any responsibility, and Entrants agree to indemnify and hold harmless ASD from and against any and all claims, actions, demands and/or liability for injury, damage or loss whatsoever relating to or arising in connection with participation in this Sweepstakes (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of any Prize awarded.

By entering the Sweepstakes, each Entrant agrees (i) to be bound by these Terms and Conditions and by all applicable laws and decisions of ASD which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his or her rights to bring any claim, action or proceeding against ASD in connection with the Sweepstakes (unless otherwise prohibited by law); and (iv) to release, indemnify and hold harmless ASD and its respective officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively, the "Releasees") from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights; any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity; and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind, even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with participating in this Sweepstakes and/or acceptance of the Sweepstakes Prize.

8) GENERAL SWEEPSTAKES RULES:

Each Entrant acknowledges that the substantive laws of the State of California and the United States of America applicable to contracts made and performed entirely in California shall govern the validity and interpretation of these Terms and Conditions and any other causes of action (whether sounding in contract or in tort) arising out of or relating to these Terms and Conditions.

The Sweepstakes is void where prohibited or restricted by law. Participation constitutes Participant's full and unconditional agreement to the Terms and Conditions. Winning the Sweepstakes Prize is contingent upon complying with and fulfilling all requirements set forth in the Terms and Conditions.

Under no circumstances shall a Participant allow or permit any other person or third party or parties, including, without limitation, any person under the legal age to participate in the Sweepstakes on the Participant's behalf.

If for any reason the Sweepstakes is not capable of running as planned, or if the Sweepstakes (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entry in accordance with these Terms and Conditions, ASD reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend the Sweepstakes or any portion thereof.

Any attempt to tamper, block, hack or intimidate registrations by others either online or in-person registration will be grounds for immediate disqualification from the Sweepstakes. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Terms and Conditions, or to be acting in an unsportsmanlike manner or with the intent to annoy, harass, abuse or disrupt any person or the normal operation of this Sweepstakes. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and any individual suspected of utilizing such methods will be disqualified, in Sponsor's sole discretion. All entries and/or materials submitted become the property of Sponsor and will not be returned and no communication will be entered into. In the event of a conflict between these Terms and Conditions or any Sweepstakes marketing materials, the details of the Terms and Conditions shall prevail.

Sweepstakes and these Terms and Conditions are subject to restrictions and change without notice.

9) OFFICIAL TERMS AND CONDITIONS AND WINNER LIST: Any person wishing to receive a list of the verified Finalists and Winner ("Winner List") must send a self-address stamped envelope no later than 30 days from the end of the Sweepstakes Period to: American Solar Direct c/o Marketing Department at 1552-56 W. Embassy, Anaheim, CA 92802. The Terms and Conditions may not be reprinted or republished in whole or in part without the prior written consent of ASD. The information each Participant provides will only be used by ASD for proper administration of this Sweepstakes or as otherwise set forth in these Terms and Conditions.

Sponsored by: American Solar Direct Inc., 1552-56 W. Embassy, Anaheim, CA 92802

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