



NATiVE Solar's

"Belterra Custom Solar-Powered Golf Cart Giveaway"

Official Rules

The **Belterra Custom Solar-Powered Golf Cart Giveaway** ("Giveaway") is sponsored by NATiVE Solar, 201 Cole St., Austin, TX 78737 ("Native"). By entering, each entrant accepts and agrees to be bound by these Official Rules .

This golf cart giveaway is comprised of the following two components: (A) Entering the giveaway by purchasing a solar PV system for a home in Belterra after 5/29/18. The first 20 people who purchase a solar PV system will be automatically entered (one entry) to win and (B) people who have purchased a solar PV system in Belterra after 5/29/18 and are eligible to win via their entry (as described above in (A)) are also eligible to have a second entry to win the golf cart by providing a referral who also lives in Belterra and also purchases a solar PV system from NATiVE Solar. The MINIMUM number of entries will be twenty (20) and the MAXIMUM number of entries will be thirty nine (39). (www.buildnative.com/belterra).

1. GIVE-AWAY PERIOD : The Give-away officially begins at 8:00 am US Central Standard time on May 29, 2018. The give-away period does not have an ending date, but rather a goal of having 20 families purchase a solar PV system for their homes. Once the 20th system is sold – the contest officially ends and we will proceed with the random drawing to select a winner.

2. ELIGIBILITY: Participation in the Giveaway is open only to legal residents Belterra (must own a residence in Belterra) and who are 21 years of age or older on the date of the Give-away entry submission. NATiVE Solar employees and any of its affiliates, subsidiaries, agents, distributors/wholesalers, retailers and their advertising and promotional agencies as well as the spouse, parents, siblings and children and household



members of each such employee, are not eligible. VOID OUTSIDE THE specific neighborhood of Belterra in Hays County, Texas.

3. AGREEMENT TO OFFICIAL RULES : Your participation in the Give-away constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of NATiVE Solar, which are final and binding on all matters related to the Give-away. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.

4. HOW TO ENTER & WIN: First, contact NATiVE Solar Reps David Henry (512.820.1054) or david.henry@buildnative.com or David Parker (512.769.4446) or david.parker@buildnative.com to schedule an appointment to examine your home's solar potential. Upon purchasing a solar PV system from NATiVE Solar, you will automatically be entered (with one entry) to win. You can possibly earn a second entry to win by being a person who has already purchased a solar PV system in Belterra after 5/29/18 (and is eligible to win via their entry (as described above)) by providing a referral who also lives in Belterra and also purchases a solar PV system from NATiVE Solar. The MINIMUM number of entries will be twenty (20) and the MAXIMUM number of entries will be thirty nine (39).

5. RANDOM GIVEAWAY DRAWING: The MINIMUM number of entries will be twenty (20) and the MAXIMUM number of entries will be thirty nine (39). NATiVE Solar will conduct a random drawing within five (5) business days immediately following the sale of the 20th solar system in Belterra. **Odds of winning depend upon the number of eligible entries received (will be between 20 and 39 total entries).** A purchase of NATiVE Solar's products is required and winners must meet all eligibility requirements including the execution and installation of a solar PV system at their Belterra home. All potential Giveaway entries are subject to verification by NATiVE Solar, whose decision is final and binding in all matters related to the Give-away. The random drawing will be held at a give-away EVENT that will be well-publicized in Belterra and each person with a valid entry will be notified via email and phone call and in person (if possible). The winner does not need to be present at this event to win – there will only be ONE DRAWING and that person wins the golf cart. Native will deliver the cart to



the winner. Winners must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Winner is responsible for all applicable taxes, licensing and registration fees associated with Prize.

PRIZES: One (1) entry will be drawn randomly to receive a Grand Prize Onward[®], valued at approximately \$12,000.00 (twelve thousand dollars). Prizes are non transferable until awarded, non-refundable, and must be accepted as awarded. No cash or other substitution may be made except by NATiVE Solar, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by NATiVE Solar in NATiVE Solar's sole discretion. Winners are responsible for all applicable taxes associated with receipt of a prize. NATiVE Solar will report any individual winnings over \$600 (in cash or fair market value of goods or services) in a one-year period to the Internal Revenue Service. Winners will receive a Form 1099 from NATiVE Solar if NATiVE Solar reports any winnings to the Internal Revenue Service.

During the Give-away the following prizes will be awarded:

One (1) Grand Prize:

A custom solar-powered golf cart.

Total ERV: \$7,500

NATiVE Solar will be responsible for transport costs of delivering the prize to the winner's residence.

6. GENERAL CONDITIONS : NATiVE Solar reserves the right to cancel, suspend, and/or modify the Give-away if any fraud, virus or other technical problem corrupts the administration, security, validity, or proper play, as determined by NATiVE Solar in NATiVE Solar's sole discretion. In such event, NATiVE Solar reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. NATiVE Solar reserves the right in NATiVE Solar's sole discretion to disqualify any individual who does not follow through with the solar system purchase and



installation or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Give-away may be a violation of criminal and civil law, and, should such an attempt be made, NATiVE Solar reserves the right to seek damages from any such person to the fullest extent permitted by law. NATiVE Solar's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

7. PUBLICITY : Except where prohibited, participation in the Give-away constitutes winner's consent to NATiVE Solar's use of winner's name, likeness, images, voice, opinions, biographical information and state of residence for promotional purposes in any media worldwide without further payment or consideration.

8. PRIVACY : All information submitted by you as part of the Giveaway will be treated in strict confidentiality.

9. RELEASE/INDEMNIFICATION : By participating in the Giveaway, entrants agree to release and to indemnify and hold harmless NATiVE Solar and NATiVE Solar's affiliates, subsidiaries, retailers, franchisees, advertising and promotion fulfillment and/or judging agencies, and all of their respective officers, employees, directors, representatives and agents (individually and collectively "Releases") from all liability, claims, action, or proceedings, losses, injuries and damages to person(s), including death and property, or violation of intellectual property or personal rights (such as but not limited to, copyright, patent, trade name/trademark, and/or rights of privacy or publicity or portrayal in a false light) due in whole or in part to acceptance, possession, misuse or use of any prize; or participation in this Give-away, or participation in any Give-away related activity. By receipt of a prize, winner agrees to release and hold harmless NATiVE Solar and Releases from and against any claim or cause of action arising out of participation in the Give-away or receipt or use of any prize. If required by NATiVE Solar, potential winners may be required to sign and return a release of liability, declaration of eligibility, and where lawful, a publicity consent agreement, all within 10 days of issuance or prize may be forfeited and, at NATiVE Solar's discretion, it will be awarded to an alternate.



10. LIMITATION OF LIABILITY: The Releasees are not responsible for: (a) any inaccurate information, whether caused by entrants or printing errors; (b) unauthorized human intervention in any part of the Give-away; (c) technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware or software; (d) technical or human error which may occur in the administration of the Give-away or the processing of entries; (e) lost, delayed, misdirected, or undeliverable mail; or (f) any injury or damage to persons or property including, but not limited to, death, which may be caused, directly or indirectly, in whole or in part, from your participation in the Give-away or receipt of any prize. IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE PRIZE AND RELEASEES WEBSITES OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THESE WEBSITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. DISPUTES: Except where prohibited, by participating in the Give-away, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Give-away or any prize awarded shall be resolved individually and exclusively by the appropriate court located in the State of Texas; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Give-away, but in no event attorneys' fees; and (c) you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations



of NATiVE Solar in connection with the Give-away, shall be governed by, and construed in accordance with, the laws of State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

12. HOW WE USE THE INFORMATION COLLECTED : We may combine the personally identifiable information you provide NATiVE Solar with other information about you that is available to us, including information from other sources. The ways that NATiVE Solar may use your information include (a) to respond to your specific inquiries; (b) to troubleshoot and provide you with technical support; (c) to provide you with information on any NATiVE Solar products and services, either on a personalized or aggregate basis; (d) to give website editors anonymous, aggregate information that is useful for developing new features and products for our visitors and to improve the content and navigation on the website; (e) to resolve disputes, prevent and detect fraud, and otherwise to help NATiVE Solar and any of NATiVE Solar's entities to avoid legal liability; (f) to notify you of changes to the Privacy Policy or to other policies or terms that affect you and your use of the website; and (g) for other purposes.

13. OFFICIAL RULES & WINNER LIST : You can obtain a list of winners and/or a copy of these Official Rules by emailing David Parker, VP Of Sales, at david.parker@buildnative.com. Records may not be available beyond two (2) years following Entry Period.

14. SPONSOR : The Giveaway is sponsored by NATiVE Solar and Big Tim's Karts (Blanco, Texas).