

SOLAR MEDIX, LLC
OFFICIAL SWEEPSTAKES RULES AND LEGAL DISCLAIMER FOR
FREE SOLAR SERVICE FOR YOUR SYSTEM FOR LIFE

Introduction

By entering into the Free Solar Service For Your System For Life (the “Sweepstakes”) offered by Solar Medix, LLC, a New Jersey limited liability company (“Promoter”), participant (“Participant”) agrees to abide by these Official Sweepstakes Rules and Legal Disclaimer and the decisions of Promoter. Such decisions of Promoter are final and binding in all respects.

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE OF PROMOTER’S PRODUCTS OR SERVICES DOES NOT ENHANCE CHANCES OF WINNING.

Eligibility

The Sweepstakes is open solely to legal residents of Texas who are (i) 18 years of age or older at the time of entry, (ii) live in San Antonio, Houston, Austin, or Waco, and (iii) own a photovoltaic system at their primary residence. Employees, officers, directors, or agents of Promoter or any of Promoter’s partners, related companies, agencies, or agents, as well as the immediate family (defined as spouse, parents, siblings, children, and grandparents) and same household members of any such employee, officer, director, or agent, are not eligible to participate. All applicable state and local laws and regulations apply. Void where prohibited or restricted by law.

How to Enter

Beginning on February 23, 2023 at 3:00 pm EST through February 26, 2023 at 10:00 pm EST, log on to <https://solarmedix.com/win-free-solar-service-for-life/> and follow the on-screen entry instructions. Fill in all required information. Promoter will not consider incorrect, fraudulent, incomplete, late, or otherwise non-conforming entries or entries that are intended to annoy, abuse, threaten, or harass any person or entity in any way. Limit of one (1) entry per person; multiple entries by any one individual are void. Entries generated by macro, script, or other automated means are void. Entries generated by robotic, macro, script, or other automated means are void. Any entrant using fraudulent means to participate in the Sweepstakes will be disqualified and may be guilty of violating applicable criminal laws. All entries, once provided, are Promoter’s sole and exclusive property. Eligibility is at the exclusive discretion of Promoter, and Promoter shall be entitled to reject any entrant for any reason or no reason at all without having to provide an explanation. Promoter reserves the right, in its sole discretion, to cancel, suspend, or terminate the Sweepstakes for any reason and without prior notice to any Participant. In such instance, Promoter may, if and as appropriate, select a winner using reasonable means that are materially consistent with the Sweepstakes.

Provision of Materials and Information/Intellectual Property

By entering into the Sweepstakes, Participant represents and warrants as follows: (1) that it fully owns or has properly licensed whatever materials or information it submits hereunder in

connection with the Sweepstakes and can make such submissions without violating any applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy, or publicity right); and (2) that any and all materials or information provided by it hereunder shall be true and correct in all respects. Furthermore, without limitation on anything set forth herein to the contrary, Promoter shall have the irrevocable, transferable, and fully sublicensable right and license (but not the obligation) to exploit any and all such materials or information in any manner it so elects to promote the Sweepstakes, its business, brand, products, and/or services, throughout the world in perpetuity, and in any and all media, now or hereafter known.

Random Drawing; Prizes; Notifying Prize Winners

A random drawing will be conducted on or about February 28th, 2023 by Promoter to select a winner (the “Winner”) from among all eligible entries received. Further details about the drawing can be found online at the following link: <https://solarmedix.com/win-free-solar-service-for-life/>.
ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.

The potential Winner will be notified by email and must sign and return Promoter’s Affidavit of Eligibility and Release within 5 days’ following the effective date of Promoter’s prize notification (the “Notification”). Failure to respond within the applicable time period will result in forfeiture of the prize, which is free labor maintenance service on the Winner’s home photovoltaic system for the life of the system (Subject to **Additional Terms** below) (the “Prize”), and Promoter shall have the option to award the Prize to an alternate Winner. The return of the Notification or Prize as undeliverable may also result in disqualification and an alternate Winner may be selected. Promoter is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in a Participant’s account, or any other failure beyond its reasonable control. In the event of a dispute with respect to entries received from more than one user having the same e-mail address/account, the authorized subscriber of the account in question at the time of entry will be deemed the proper entrant. A potential Winner will also forfeit his or her Prize if he or she is disqualified as not eligible to have participated in the Sweepstakes in the first instance.

The Winner must show a government-issued photo identification to claim his or her Prize. All federal, state, and local income taxes resulting from acceptance of the Prize are the responsibility of Winner. Promoter reserves the right to substitute an alternate Prize of comparable or equal value in its sole discretion. Acceptance of the Prize also constitutes permission to Promoter to use the Winner's name, likeness, and biographical information for marketing purposes (including posting the information on its website) without further compensation or right of approval, unless prohibited by law.

SUBJECT TO APPLICABLE LAW, THE PRIZE IS OFFERED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY RESPECTING CONDITION, MERCHANTABILITY, QUALITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. PROMOTER IS NOT RESPONSIBLE FOR (I) WORKMANSHIP, SERVICES, EQUIPMENT, AND/OR MATERIALS SUPPLIED BY THIRD PARTIES WHETHER BEFORE OF AFTER

THE PRIZE IS WON, (II) REPLACING THE WINNER'S PHOTOVOLTAIC SYSTEM IF DAMAGED UNLESS SUCH DAMAGE IS DIRECTLY CAUSED BY PROMOTER. WINNER MUST LOOK TO THE MANUFACTURER OF THEIR PHOTOVOLTAIC SYSTEM FOR POTENTIAL GUARANTEES OR WARRANTIES OF ANY KIND.

Publicity

Subject to applicable law, entrance in the Sweepstakes constitutes Participant's consent to Promoter and Promoter's affiliates and agents to use his or her name, voice, likeness, opinions, and biographical information for marketing, advertising, and publicity purposes in any media throughout the world at any time without the obligation to seek consent or to provide Participant with any payment or other form of consideration. Participant agrees to execute any document reasonably required by Promoter to effectuate the terms hereof and failure to do so shall give rise to Promoter's right to execute any and all such documents as Participant's attorney-in-fact, which right shall be coupled with an interest and therefore, irrevocable.

Release

Subject to applicable law, by entering into a Sweepstakes and potentially receiving a Prize, each Participant agrees to release, discharge, and hold harmless Promoter, along with Promoter's employees, officers, directors, affiliates, partners, representatives, agents and assigns, from and against any claim, cause of action, demand, or proceeding (each, a "Claim"), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a "Loss"), relating to or arising directly or indirectly out of his or her participation in a Sweepstakes (or related activity such as a press release), and/or Promoter's right to exploit Participant's name and/or likeness or fully exploit any other right granted to it hereunder, and/or from Participant's receipt, use, or misuse of any Prize, no matter how such Claim or Loss arises (including without limitation, if arising out of any damage to a Participant's computer system from downloading or using material from Promoter's, or an affiliate of Promoter's, website).

Limitation of Liability

IN NO EVENT WILL PROMOTER, AND/OR PROMOTER'S PARENT, SUBSIDIARY, LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH PROMOTER, THE "PROMOTER PARTIES"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, THESE OFFICIAL RULES, AND/OR ANY PARTICIPANT'S RECEIPT, USE, OR MISUSE OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY PROMOTER PARTY HAS BEEN ADVISED OF THE POSSIBLY OF SUCH DAMAGES. PROMOTER PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, THESE OFFICIAL RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE SHALL BE LIMITED TO \$50. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR

EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Use of Collected Materials and Information

Promoter will be collecting, storing, and exploiting personal data about Participants to administer the Sweepstakes and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering into the Sweepstakes, Participants agree to Promoter's collection and use of their personal information. Promoter will not disclose any Participant's personal information to any non-affiliated third party. For more information on Promoter's handling of personal information, see Promoter's Privacy Policy, a copy of which can be found at the following link: <https://solarmedix.com/wpautoterms/privacy-policy/>.

Dispute Resolution

The parties hereto acknowledge and agree as follows: (1) that all disputes, causes of action, and claims connected to or arising in any way hereunder between the parties shall be resolved solely on an individual basis (i.e., **class actions suits are hereby waived by the parties**), and exclusively by the state or federal courts situated in Ocean County, New Jersey; (2) that the laws of the state of Texas shall govern, without regard to its conflict of laws principles; and (3) that **the parties hereto waive any right to a trial by jury**.

Winner's List

For a list of all Winners, send a self-addressed, stamped envelope to Promoter at the address listed below on or after February 27th with your request.

Additional Terms

THE PRIZE ONLY INCLUDES LABOR MAINTENANCE AND IS LIMITED TO INSPECTIONS, REPORTING DURING VISITS, RECOMMENDATIONS, PROJECT REVIEW AND QUALITY ASSURANCE. THE PRIZE AND SERVICE FOR LIFE DOES NOT APPLY TO FULL OVERHAUL OF THE PHOTOVOLTAIC SYSTEM OR REPLACEMENTS OF EXISTING MATERIALS. ADDITIONAL COSTS MAY BE INCURRED BY THE WINNER OUTSIDE OF LABOR.

Promoter may require Winner to enter into a commercially reasonable services agreement to perform services related to the Prize. If a Winner does not agree to the terms contained in such services agreement, Promoter shall be entitled, in its sole discretion, to pick a different Winner.

Promoter may subcontract the services related to the Prize in its sole discretion.

Promoter

Solar Medix, LLC
1301 Corlies Ave., Unit 3D
Neptune City, NJ 07753

T: _____

Email: _____