

## **Sun Communities Referral Program**

### **TERMS AND CONDITIONS**

By participating in the Sun Communities, Inc. ("Sun") Referral Program ("Referral Program"), you agree to these terms and conditions for your participation in the Referral Program.

1. **Eligibility.** Current customers or residents are eligible to participate in the Referral Program. Team members of Sun are not eligible for referral payouts. Family members of Sun team members may be subject to additional eligibility restrictions.
2. **Participation in Referral Program.** You may participate in the Referral Program by submitting the name, phone number and email address of a qualifying referral. A qualifying referral is an individual who is new to Sun; one who has never contacted (by phone, email or by walk in) a Sun community previously related to prospective residency.
3. **Limitations.** Only one qualifying referral may be made for each potential household. As a referrer, you may make multiple referrals, but it will only be entitled one incentive for each potential customer.
4. **Evaluation of Qualifying Referrals.** Sun, in its sole discretion, will determine whether a qualifying referral meets the criteria of the Referral Program. By making the referral, you are representing that you have the right to recommend the potential customer to Sun. Submission of a referral does not guarantee that the referred individual will qualify for housing or residency.
5. **Amount of Award under the Referral Program.** The amount of your award, which will be provided as a credit to your customer ledger (or alternative payment method as determined in the sole discretion of Sun), is based on the type of transaction made by the referred customer. Qualifying homes owned by Sun Home Services, Inc. and sold in excess of \$10,000, are eligible for a \$1,000 referral reward. Qualifying twelve-month rentals of homes owned by Sun Home Services, Inc. (excluding RV resort vacation rentals) are eligible for a referral reward of \$200. Brokered homes are ineligible for any of the sales and rental referral incentive programs specified herein. These awards replace and supersede all prior referral program award structures.
6. **Restrictions.** We will not be obligated to pay you any incentive under this Referral Program if we determine that you engage in any illegal, fraudulent or untruthful behavior in connection with the Referral Program, or if the referrals are not for legitimate customers at a Sun community. Self-referrals, referrals submitted after a prospect has already made application with Sun and attempts to circumvent eligibility rules are expressly prohibited.
7. **Award of Incentive.** After Sun Communities determines that you are eligible for an incentive under the Referral Program, we will provide credit 30 days after the end of month that the qualifying transaction has closed.
8. **Modification or Termination of Referral Program.** You understand and agree that Sun may use a variety of different programs associated with potential customers, and nothing restricts us from engaging in any other type of program in order to solicit customer referrals. Sun may modify or terminate this Referral Program at any time, without notice. Any referral made prior to the termination or modification of the Referral Program will remain eligible for an incentive, as provided in these terms and conditions, subject to compliance with applicable laws.

9. Disclaimer. This referral program is provided on an “as-is” basis. We make no warranty that any part of any website related to the referral program will operate properly, or that you will obtain any incentive, except as provided under these terms and conditions. We expressly disclaim all warranties with respect to the referral program, including any implied warranties of merchantability and fitness for a particular purpose.
10. Data Privacy. Information submitted as part of this Referral Program will be used solely for program administration and will not be sold or shared except as permitted under Sun’s Privacy Policy.
11. Limitation of Liability. The entirety of the liability to you under these terms and conditions is limited to the greater of \$100.00, or the amount of the incentive reward you received in the prior twelve (12) months.
12. Limitation on Damages. In no event will Sun or its affiliates, officers, directors, agents or employees be liable to you for any incidental or consequential damages.

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