

## SUN RV RESORT REFERRAL REWARDS PROGRAM

### TERMS AND CONDITIONS

By participating in the Sun RV Resort Referral Rewards Program (“Referral Program”) you agree to these Terms and Conditions for your participation in the Referral Program.

1. Eligibility. You are eligible to participate in the Referral Program and earn the incentive awards described below if you are a current or past guest in one of the Sun RV Resorts. [hyperlink to locations of resorts if desired]
2. Participation in Referral Program. You may participate in the Referral Program by submitting the name, phone number and email address of a person who has never booked at a Sun RV Resort to us using the information provided to you or the website portal set up for the Referral Program. The referral of such person to Sun RV Resorts is known as a “Qualifying Referral” for you. A referral may be a Qualifying Referral if the referral to a person was previously made but the person declined the opportunity, there was no availability at the desired resort or the potential reservation was cancelled prior to the stay.
3. Limitations. Only one Qualifying Referral may be made for each potential family at a Sun RV Resort. As a referrer, you may make multiple referrals but will only be entitled one incentive for each potential customer. Each referral remains eligible until the person makes a reservation with Sun RV Resorts, but this does not apply to any prior reservations made or completed by the potential customer. Castaways, Lake Rudolph, Saco KOA, and properties purchased as part of the Carefree Communities Acquisition (Excluded Carefree Communities) are excluded from the program and do not count towards an eligible reservation.
4. Evaluation of Qualifying Referrals. Sun will determine whether a Qualifying Referral meets the criteria of the Referral Program and we will use commercially reasonable efforts to review each referral within one (1) business day to determine initial eligibility of the potential customer. By making the referral, you are representing that you have the right to recommend the potential customer to Sun RV Resorts.
5. Amount of Awards under the Referral Program. The amount of your award, which will be provided to you as a gift card from a selection of gift cards that will be made available to you after the incentive is granted, is based on the number of days that the potential customer stays at a Sun RV Resort. We calculate the length of stay based on the first visiting day and end it on the departure date. A one week stay means that the potential customer stays for greater than six (6) days. A one month stay means that the potential customer stays for more than twenty-seven (27) days. A seasonal/annual stay is based on the potential customer staying for either a complete season or an entire year. This gift card amounts based on the length of stays as follows:

One Week	\$50.00 gift card
One Month	\$150.00 gift card
Seasonal/Annual	\$250.00 gift card

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 future customers at a Sun RV Resort.
  
7. Award of Incentive. After Sun RV Resorts determines that you are eligible for an incentive under the Referral Program, we will send you an email with a link to allow you to choose a gift card in the amount of your incentive. All terms and conditions associated with the issuer of the gift cards will govern your use of the gift card, and Sun RV Resorts takes no responsibility and makes no representations regarding any gift card program.
  
8. Modification or Termination of Referral Program. You understand and agree that Sun RV Resorts may use a variety of different programs associated with potential customers, and nothing restricts Sun RV Resorts from engaging in any other type of program in order to solicit customer referrals. Sun RV Resorts may modify or terminate this Referral Program at any time. 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.
  
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 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. 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 GIFT CARD PAYMENTS YOU RECEIVED IN THE PRIOR TWELVE (12) MONTHS.
  
11. LIMITATION ON DAMAGES. IN NO EVENT WILL SUN RV RESORTS OR ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BE LIABLE TO YOU FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.