



**O3 Home Solar LLC
"O3 Challenge"
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS O3 Challenge. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The O3 Home Solar "O3 Challenge" (the "O3 Challenge") is intended for legal residents of the United States and shall only be construed and evaluated according to applicable U.S. law and state law. Do not enter this O3 Challenge if you are not located in the United States or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

SPONSOR: The O3 Challenge is sponsored by O3 Home Solar LLC., 325 N St. Paul Street #4550, Dallas, TX 75201 (the "Sponsor") and administered by Alliance O3 Challenge Services, Inc., 620 Park Ave. #332, Rochester, NY 14607 (the "Administrator").

ELIGIBILITY: The O3 Challenge is open to legal U.S. residents residing in Texas who are at least 21 years of age and currently a verifiable home owner at the time of entry. (the "Entrants"). Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the "Released Parties") are NOT eligible to participate in this O3 Challenge. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void in Puerto Rico, U.S. territories, and where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrant who is deemed the Grand Prize Winner (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the O3 Challenge. Winning the \$500 (as described below) is contingent upon fulfilling all requirements set forth herein.

FIVE METHODS TO ENTRY:

Entrants may enter in one of five (5) ways, as follows:

1). At Event: Eligible Entrants can enter the O3 Challenge (during the O3 Challenge Period) by attending selected events that O3 Home Solar is participating and



completing their appointment form. Each completed registration form will receive one (1) O3 Challenge entry. Limit one (1) entry per person.

2). Online: Entrants can enter the O3 Challenge by visiting the Sponsor's created microsite: <http://o3homesolar.com/> (the "Website"). At the Website, Entrants will can enter the O3 Challenge by completing the O3 Challenge registration form requesting full name, phone number, and email address. Each properly completed registration form will result in one (1) O3 Challenge entry. **Limit one (1) O3 Challenge entry per person for duration of O3 Challenge Period. All entries must be received by 11:59:59 p.m. ET on December 31, 2019. Anyone found to be using multiple email addresses will be disqualified.** To be valid, each entry must provide all requested information. Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial O3 Challenge subscription notification and/or entering service sites, will be declared invalid and disqualified for this O3 Challenge. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this O3 Challenge.

GENERAL CONDITIONS: If for any reason the operation or administration of this O3 Challenge is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this O3 Challenge, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the O3 Challenge in whole or in part, at any time, without notice and award the Grand Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the O3 Challenge or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE O3 CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.



Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the O3 Challenge, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the O3 Challenge or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the O3 Challenge; (iii) printing errors; (iv) errors in the administration of the O3 Challenge or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the O3 Challenge or receipt of the Grand Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this O3 Challenge or downloading any materials in this O3 Challenge. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the O3 Challenge, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

DRAWING AND NOTIFICATION: The potential Winner will be selected at initial diagnostic by the Solar Expert then passed to direct supervisor for confirmation. Winner's information will be handled and processed by the SEC team and prize will be distributed to Winner at the end of the following month in the form of a VISA GIFT CARD.

GRAND PRIZE: One (1) Prize will be awarded to only one Home owner and only their primary residence when initial diagnostic was performed.

Please note prize conditions:

- Only systems designed for 100% utility offset will apply.
- Only participants with a utility provider that compensates customer for all generated kWh's monthly, at utilities full retail rate that is charged will apply.
- WAC for full amount of the designed system cost, must be approved at initial diagnostic by the Solar Expert to be eligible.



- Systems must be 7kW or larger
- No promotional, contract, introductory rates from any utility provider will be considered in the O3 Challenge
- Calculation of utility cost will be completed by Solar Expert using current rate plan average of at least two months of usage and billing data, or current months data.

No substitution or transfer of Prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute a Prize with another Prize of equal or greater value. All other expenses associated with Prize acceptance not mentioned herein are the sole responsibility of the Grand Prize Winner.

PRIZE CONDITIONS: By accepting the Grand Prize, the Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the O3 Challenge or receipt or use of the Prize. The potential Winner will be notified by home-delivered mail, phone, email, and/or social media private message / direct message if applicable and must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her Prize. **Note: The Affidavit sent to a potential Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winner is responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize, and the Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.



By accepting the Grand Prize, where permitted by law, the Winner grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS O3 Challenge OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this O3 Challenge or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the O3 Challenge shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the O3 Challenge, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the O3 Challenge, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of Texas; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this O3 Challenge, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions



will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the O3 Challenge and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.