

PROGRAM TERMS & CONDITIONS

Astound Broadband Refer-A-Friend Terms & Conditions

These terms and conditions (“Terms”) apply to the Astound Broadband Refer-A-Friend program (“Refer-A-Friend Program” or “Program”). By referring a customer, activating service(s) or otherwise participating under the Program, the referring customer (“Ambassador”) and referred new customer (“Referred Customer”), as the case may be, agree to these Terms.

1 Program Enrollment:

To refer customers and receive Reward(s) (as defined in Section 4) under the Program, the **Ambassador** and Referred Customer must enroll in the Program and agree to the Program Terms. To enroll in the Program, the **Ambassador** must visit astound.getambassador.com (as may be revised by Astound, “Site”), register an account, and accept the Program Terms. A personalized dashboard will then be displayed with options to share referrals via email and select social media networks. The **Ambassador** may only initiate referrals through the ‘Email your Friends’ and social media ‘Share’ links located within the dashboard on the Site. Once the referral is received by the Referred Customer, the Referred Customer must enroll in the Program and accept the Program Terms by clicking the link within the shared email or social media communication link sent by the **Ambassador**, accept the Program Terms and provide all required information. The Referred Customer must install/activate the Qualifying Service(s) (as defined in Section 4) within 30 days from date of the referral.

All referrals under the Program must only be made through the Site, using the unique ‘Share’ links on the **Ambassador’s** dashboard. All e-mail referrals must follow the email format and requirements listed on the Site by clicking on ‘Email your friends’ option on the **Ambassador’s** dashboard. All **Ambassadors** must obtain express permission from each Referred Customer for Astound to contact the Referred Customer to discuss Astound’s products and services and disclose to the Referred Customer that the **Ambassador** will receive a benefit if the Referred Customer signs up. Referral emails will not be sent to recipients who have opted out of emails from Astound and no Rewards shall be awarded with respect to any such referrals. Only referrals which follow the Program ordering procedures and satisfy all Rewards criteria shall be eligible for a Reward.

Ambassadors may not promote the Program through paid media, such as billboards, banner advertisements, or sponsored search results. **Ambassadors** may not enter into an arrangement with any third party that compensates that third party for promoting the Program or referrals and may not combine any referral with any other monetary offer. All referrals must be initiated only through the Astound’s referral dashboard on the Site and new Referred Customers may only activate one individual customer referral before ordering Qualifying Service(s). **Ambassadors** must not engage unfair or problematic practices such as spamming or harassing potential referral sources. Astound reserves the right to disqualify any **Ambassador** at any time from participation in the Program if he/she does not comply with any of these Terms. Astound’s failure to enforce any term of these Terms shall not constitute a waiver of that provision.

2 Eligibility; Services:

Rewards are only available to Astound residential customers who are 18 years of age or older with an Astound account in good standing.

To receive a Reward, the **Ambassador** and Referred Customer must enroll in the Program; the **Ambassador** must refer a new customer who is not an employee of Astound; the Referred Customer must activate/install Qualifying Service(s); and all other Program and Reward criteria must be satisfied. Under no circumstances shall an Astound employee be eligible to receive a Reward as a new customer, nor shall an **Ambassador** be eligible for a Reward for referring an Astound employee as a new customer. Astound may at any time change the Qualifying Service(s) required to receive a Reward under the Program. By participating in the Program, the **Ambassador** and Referred Customer agree that Astound may share their name, referral channel (such as Facebook or e-mail), service installation status and date and other information with the **Ambassador** and/or Referred Customer and others, including third-party providers, for the purpose of administering the Program.

3 Reward Requirements:

In order for the **Ambassador** to receive a Reward, the **Ambassador** must refer a Referred Customer for a Qualifying Service (as defined in Section 4) and the Referred Customer must:

Be a new Astound residential customer. The Referred Customer must not have been a customer of any Astound service, including without limitation any Qualifying Service(s) or any level of Qualifying Service(s) within 60 days of the date of referral, and the Referred Customer must subscribe to Astound residential service.

Activate the referral by clicking the **Ambassador's** unique URL in the email or social media network message shared from the **Ambassador's** dashboard, accept Program Terms and Conditions, and enter all requested information before ordering Qualifying Service(s).

Install/activate all Qualifying Service(s) at the same address under the Astound Agreement for Residential Services within the first 30 days of the date of referral; and

Maintain the Qualifying Service(s) for at least the first 60 consecutive days after activating the Qualifying Service(s), with an Astound account in good standing.

If any Qualifying Service(s) are cancelled, downgraded or changed during the above-referenced 60-day period, the Reward (if any), shall be determined by the remaining Qualifying Service(s) which satisfy the Program and Rewards criteria.

4 Rewards:

Under the Program, eligible **Ambassadors** and Referred Customers satisfying all Program and Reward eligibility criteria shall each receive a reward ("Reward"). The type and amount of the Reward shall be determined by Astound and is subject to change in Astound's sole discretion. Subject to the satisfaction of the Program and Reward eligibility criteria, Rewards are awarded only for referrals of the following Astound residential services: Astound TV ("Astound TV"), Astound Internet ("Astound Internet"), and Astound Phone ("Astound Phone") when added to Astound residential Internet service (each a "Qualifying Service" and collectively, "Qualifying Service(s)").

Subject to the Reward limit as explained in Section 6 below and satisfaction of all Program criteria, the Reward for the **Ambassador** is a one-time \$75 service credit (per qualifying referral) applied to the monthly billing statement within the timeframe described below.

Qualifying Service(s). All Qualifying Service(s) required for the \$75 Refer-A-Friend Reward must be ordered at the same time and under the same Service order. The Reward amount shall be limited to \$75 regardless of how many services installed.

No Refer-A-Friend Rewards for referring **Ambassador** will be issued until after the Referred Customer installs and continues Qualifying Service(s) for the 60-day period with an account in good standing as explained in Section 3 above. Astound's tracking of referrals, orders and installation status shall determine if and when a Reward is to be issued. Subject to the satisfaction of all Program and Rewards criteria, the Reward will be posted approximately 60 days after the Referred Customer installs the Qualifying Service(s). If an **Ambassador's** or Referred Customer's account is cancelled for any reason before a potential or actual Reward is applied, such Reward shall be forfeited immediately. To be considered a customer in good standing, a Referred Customer is required to pay all Astound invoices in full when due for services during the 90-day period. Earned Rewards may not be traded, have no monetary value and may not be redeemed for cash. Rewards are not transferable, salable, or auctionable.

Astound may withhold or invalidate any potential Reward claim it deems fraudulent, suspect, or in violation of these Terms, or where, Astound, in its sole discretion, believes awarding a Reward or verifying and approving a transaction will impose liability on Astound, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

5 LIMITS & EXPIRATION:

EACH ELIGIBLE AMBASSADOR MAY RECEIVE ONLY ONE (1) \$75 REFER-A-FRIEND REWARD PER REFERRED CUSTOMER, EXCEPT THAT THE TOTAL VALUE OF REWARDS PER AMBASSADOR SHALL BE LIMITED TO A MAXIMUM OF \$1,200 PER CALENDAR YEAR, REGARDLESS OF THE NUMBER OF ACTIVATING CUSTOMERS ACTUALLY REFERRED AND/OR DATE OF REFERRAL. ANY VALUE IN EXCESS OF THE \$1,200 LIMIT SHALL NOT CARRY OVER TO SUBSEQUENT YEARS.

6 Liability Release:

Except where prohibited, by participating in the Program **Ambassadors** and Referred Customers agree, to release and hold harmless Astound and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward).

The content, information, links and functionality of website or webpages associated with the Program are provided "AS IS" and "AS AVAILABLE" and without warranties of any kind, either expressed or implied, including without limitation warranties of non-infringement of third party rights, title,

merchantability, fitness for a particular purpose and freedom from computer virus or other harmful components. Without in any way limiting the prior sentence, Astound does not make any representation or warranty that (i) the content and information provided about the Program is accurate, secure, complete or otherwise free from errors and omissions, or (ii) the links and other aspects of the website or webpages associate with the Program are functional.

7 Privacy:

Participation in the Program may require a Referred Customer and/or an **Ambassador** to submit personal information about themselves. The personal information will be collected, processed and used in accordance with Astound's Privacy Policy which can be found at astound.com/policies-disclaimers/privacy-policy. In addition, personal information may be used by Astound or on Astound's behalf to contact individuals with regards to participation in the Program.

8 General Provisions:

If multiple referrals for the same person are received, only one Reward, subject to these terms, will be provided for the referral first received by Astound, as determined by Astound.

An **Ambassador** and/or Referred Customer may be required to provide information about the other such as name and address in order to validate the referral and Reward eligibility.

Rewards may not be combined with other referral rewards or similar programs.

The Program is void where prohibited by law.

Astound employees who are responsible for selling Astound Services and/or products, including services and/or products of Astound Business Solutions, as well as Astound third party contractors, vendors and agents and their employees (including but not limited to those engaged in sales for Astound and/or Astound Business), and all others with whom any such individuals are immediately related or domiciled (collectively referred to as "Sales Agents"), which Sales Agents shall be determined by Astound in its sole discretion, are not eligible to participate in the Program or receive any Rewards, discounts or other promotional offers under the Program for referring a customer, being referred as a customer, or otherwise.

Property owners, sales agents, managers, leasing/rental agents, and landlords, of apartments, townhouses, condominiums or other types of multiple dwelling units, and their respective agents, employees, contractors, and immediate family or household members, are not eligible to participate in the Program or receive any Rewards, discounts or other promotional offers under the Program or for referring a customer who rents, purchases or otherwise obtains a unit owned, managed, leased and/or maintained by such person.

Astound reserves the right to change Rewards and eligibility criteria under the Program, and to alter, modify, suspend or terminate the Program or any component thereof at any time upon notice, which notice may be provided through the Program Site, mail, e-mail or such other methods as determined by Astound in its sole discretion. All Astound decisions related to the Program are final and binding, except where prohibited, including decisions as to whether a Reward claim is valid and when or if to terminate or change the Program.

Except where prohibited, disputes, claims and causes of action arising out of or related to this Program or any prize awarded shall be resolved under the laws of the United States.