

## **TruFriends<sup>SM</sup> Refer-A-Friend Terms & Conditions**

**IMPORTANT:** Please read this Program Membership Agreement ("Agreement") carefully before enrolling as a member of the TruGreen TruFriends<sup>SM</sup> Refer-A-Friend Program ("Program").

This Agreement explains the terms and conditions that govern your participation in the TruFriends<sup>SM</sup> Program. It is your responsibility to read and understand the terms and conditions of this Agreement. By registering as a member in the Program, you agree to be bound by these Program Terms and Conditions and TruGreen's Privacy Policy.

### **I. Program Overview**

1. This program rewards TruGreen customers for referring new TruGreen customers who purchase qualifying services. The Program is available via access through the Program website located at: <https://www.trufriends.com> (hereinafter "Program Website").
2. Program benefits that are offered to Program members are at the sole discretion of TruGreen, and TruGreen has the right to change the Program Terms and Conditions, in whole or in part, or to terminate the Program, at any time with or without notice to Members.

### **II. Eligibility and Registration Requirements**

1. You must be of legal age (at least 21 years or older) in your respective state to qualify for membership in the Program. Participants must register for the TruFriends Refer-a-Friend program online at <https://www.trufriends.com> to be eligible.
2. Employees of TruGreen are not eligible for participation in the Program.
3. The person making the referral is called the "Referrer". As a Referrer, you must have an active TruGreen account.
4. The "Referee" is the customer who has been referred through the program. As a Referee, you must purchase a full program (4 or more service visits) and it must be one of the following programs: 1) TruGreen Lawn Plan; 2) TruGreen Tree & Shrub Plan; 3) TruGreen Mosquito Defense; 4) TruGreen TruShield Lawn Pest Control; have completed your first service; and have not been a prior TruGreen customer for at least 365 days before being referred. Some account and plan types may not be eligible. Referee must receive service in the U.S. If you should cease to be a TruGreen customer or transfer your account to an ineligible product plan, your account in the Program will be subject to cancellation.
5. The Program is not open to the following TruGreen customers: franchise locations, Canada, and TruGreen Sprinkler Repair and Maintenance customers. Other plans may apply. For details regarding franchise service area, call 1-800-TruGreen.
6. Each Member may maintain only one account in the Program and cannot register other customers on their behalf and manage that Referee's participation in the Program. Members may not maintain multiple accounts even if they have multiple e-mail addresses and TruGreen accounts. Each registered TruGreen account/phone number must have a unique e-mail address. Any duplicate accounts will be subject to cancellation, and any pending referrals submitted after the creation of a duplicate account may be forfeited.

7. The Referrer and Referee must each have active service at the time of the referral verification in order to qualify for a reward.
8. The Referrer represents and warrants that the Referee is a property owner of legal age (at least 21 years of age or older) in their respective state.

### **III. Earning Rewards**

1. TruGreen may, in its sole discretion, introduce time-limited promotional offers ("Promotion") that enable Program Members to earn additional rewards for the completion of actions that are specified by TruGreen.
2. Once a Member meets all applicable requirements for a Promotion, the designated number of rewards specified by that Promotion shall be transferred to the Member.
3. TruGreen is not responsible for changes to, or discontinuance of, any Promotion or for any effect on accrual of rewards caused by changes or discontinuance.
4. You will be responsible for any and all tax liability arising out of your accrual or redemption of Promotion Cards.

### **IV. Account Access and Password**

1. Upon registration for the Program, you must enter a valid and qualifying TruGreen account or phone number, and set your password. Your e-mail address and password combination will allow you to access your account at the Program website to send referral e-mails, initiate social network referral postings, print referral cards, check your referral history, and earn Promotion Cards for designated services.
2. If you should forget your password, you can reset your password by clicking on the 'Forgot Password' link when attempting to log in.
3. You must be logged into the Program website, using your e-mail address and password combination in order to access your account. You agree that TruGreen may at its sole discretion send referral e-mails on your behalf, initiate social network referral postings, print referral card and check your referral history at any time that you are able to access the Program website.
4. TruGreen is entitled to act on instructions received under your password. You are responsible for keeping your Program website login credentials, and other account information confidential. TruGreen is not responsible for any account activity performed by third parties that access your account using your password.

### **V. TruGreen Promotion Cards**

1. Prepaid Visa® Card Issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Referrer is eligible to receive a maximum of \$550 annually. Please allow 6 – 8 weeks for delivery. Rewards will be mailed via USPS First Class. The value on the Promotion Cards expire 4 months after date of issuance.
2. Promotion Cards will be sent to your TruGreen billing address. TruGreen shall have no liability for misdirected or lost cards due to incorrect billing address associated with the Member's account.

**VI. Disclosure of Account Information**

1. Any personal data (for example name, telephone/account number, or e-mail address) that you transmit through this site will be governed by TruGreen's [Privacy Policy](#), which is hereby incorporated by into these Terms and Conditions by reference.
2. You authorize TruGreen to disclose necessary information that you have provided to third parties, or information that TruGreen has obtained about your Account: (i) to agents of TruGreen or its affiliates, such as independent auditors, consultants or attorneys; (ii) to comply with government agency or court orders or requests; or (iii) where it is necessary for fulfillment with third party suppliers.

**VII. Limitation of Liability**

1. TRUGREEN SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF INCOME OR PROFITS)), HOWEVER CAUSED AND WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE IN CONNECTION WITH: (I) THE PROGRAM; (II) ANY FAILURE, DELAY, OR DECISION BY TRUGREEN IN ADMINISTERING THE PROGRAM; (III) THE USE OR INABILITY TO USE THIS WEBSITE; OR (IV) THE PURCHASE OR USE OF ANY MERCHANDISE, PRODUCTS, OR SERVICES OF OFFER PARTNERS OR SUPPLIERS, EVEN IF TRUGREEN, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**VIII. Termination or Changes to the Program and Fraud; Termination of Membership**

1. TruGreen may suspend, change, or cancel this program at any time, without notice. TruGreen reserves the right to suspend or terminate any customer's participation in the TruFriends<sup>SM</sup> Refer-A-Friend program for fraud, abuse, misuse, harassment, or other inappropriate or suspicious activity.

**IX. Disputes/Errors**

1. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any

part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

2. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
3. All questions or disputes regarding the Program, including without limitation, questions or disputes regarding eligibility for the Program, or the eligibility of Promotion Cards for accrual or redemption, please contact 1-866-843-9976.