



## Share the Sun Referral Program

### TERMS AND CONDITIONS

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

1. Eligibility. Current or past residents, as well as local area residents and business are eligible to participate in the Referral Program.
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 Communities, Inc.; 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 family. As a referrer, you may make multiple referrals, but 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 Communities, Inc.
5. Amount of Award under the Referral Program. The amount of your award, which will be provided in the form of a corporate check, is based on the type of transaction made by the referred customer. Qualifying homes owned by Sun Homes and sold in excess of \$10,000 are eligible for a \$1,000 referral fee. Qualifying home relocations into a Sun community from a non-Sun owned community, are eligible for a \$600 referral fee. Qualifying twelve-month home rentals are eligible for referral fees ranging from \$100 for the 1<sup>st</sup> qualifying referral, to \$200 for the 2<sup>nd</sup> qualifying referral, to \$300 for the 3<sup>rd</sup> and each subsequent referral.
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.
7. Award of Incentive. After Sun Communities determines that you are eligible for an incentive under the Referral Program, we will send you a check 30 days after the end of month that the qualifying transaction has closed. Sun Communities, Inc. takes no responsibility for lost or stolen referral checks.
8. Modification or Termination of Referral Program. You understand and agree that Sun Communities, Inc. 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 Communities, Inc. 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.

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. 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.
11. Limitation on Damages. In no event will Sun Communities, Inc. or its affiliates, officers, directors, agents or employees be liable to you for any incidental or consequential damages.