

Refer-a-Friend Program Terms and Conditions

(Updated June 15, 2021)

These Referral Program Terms and Conditions (“Terms”) are applicable to your participation in the Sunbasket (“Sun Basket” or “Sun Basket, Inc.”) Refer-a-Friend Program (the “Program”). The Program allows Members to earn promotional credits (“Credits”) towards a future purchase of Products by referring their friends, family, or other qualifying individuals (“Prospective Members”) to Sunbasket.

By participating in the Program, Members and Prospective Members agree, without limitation or qualification, to be bound by these Terms, which are in addition and subject to our **Terms of Service** and **Privacy Policy**. Capitalized terms that are not defined herein will have the same meaning given to them in the Terms of Service. All information collected, stored, processed, or shared through the Program is subject to [Sunbasket’s Privacy Policy](#). By participating in the Referral Program, you agree to Sunbasket’s collection, use, storage, and processing of your personal information and acknowledge that you have read and accepted Sunbasket’s Privacy Policy. If you do not agree and abide by these Terms in their entirety you are not authorized to participate in the Program.

1. How to Earn Program Credits

To earn Credits, Members must be logged in to their Member account. The Member must either enter the Prospective Member’s email address on the Sunbasket Refer-a-Friend website from which Prospective Members will be sent a unique invitation link inviting them to sign up for a Membership (“Invitation Link”). Alternatively, the Member may copy their unique invitation link, and share it with Prospective Members in accordance with sections 4, 5, & 6 below.

Members will earn Credits towards future purchases of Products if:

- a. The Member is an Eligible Member (as defined below);
- b. The Prospective Member clicks on the Invitation Link and creates a valid Membership (during the same session) that complies with our Terms of Service; and
- c. The Prospective Member completes a Qualified Referral (as defined below).

If the Prospective Member does not complete the sign-up in the same session, the Member will be not be credited for that referral and will not be eligible for the Credit, even if the Prospective Member

subsequently signs up for a Membership. For purposes of clarification, completion of sign-up in the same session means clicking the invitation link provided by the Member and completing the sign-up process within a reasonable period of time and without the Prospective Member closing their Internet browser or pressing the back button.

Once a Prospective Member uses a Member's Invitation Link and successfully completes the signup process for a Membership, the Member may receive a communication from Sunbasket confirming that the Prospective Member has signed up. Such confirmation communication to the Member may include some of the Prospective Member's personal information provided to Sunbasket, such as their name.

Once the Prospective Member completes a Qualified Referral, the referring Member will be credited with the Credit amount described in the referral invitation or accompanying promotional materials for each Qualified Referral. Credit will only be issued for the initial purchase made by a Prospective Member. The actual Credit will be determined by Sunbasket, at its sole discretion, as specified on the Refer-a-Friend page. If the Credit consists of a credit to the Member's account, such credit may only be applied in the amount specified by Sunbasket towards the Member's purchase of future Offerings from Sunbasket. A Member may attain an unlimited number of Qualified Referrals, but any Qualified Referral shall be subject to review and/or verification at any time by Sunbasket and it is in the sole discretion of Sunbasket as to the legitimacy and validity of such Qualified Referral.

2. Eligible Members and Rewards

To be eligible for the Program and to receive Credits, a Member must:

- a. Be a legal resident of the United States;
- b. Be at least 18 years old;
- c. Have provided the Prospective Customer with their correct unique Personal Link; and
- d. Have a Membership account in good standing with Sunbasket.

Once a Prospective Member with a Qualified Referral completes their first order payment, a \$40 Program will be added to the Eligible Members account and will be applied to the Eligible Members' next order.

3. Qualified Referral and Reward

Qualified Referral means that all the following conditions are met:

- a. The Prospective Member completed the registration process for a recurring Membership using the Member's Invitation Link. If a Prospective Member registers for a Membership using any other link or method, the registration will not count as a Qualified Referral and the Member will not be rewarded a Program Credit;
- b. The Prospective Member completed his/her purchase of products (gift cards are excluded) and was shipped their first purchase;
- c. The Prospective Member was not previously registered with Sunbasket as a Member under any other email address or alias; and
- d. The Prospective Member is (i) at least 18 years old; (ii) meets the eligibility requirements to become a Member; and (iii) has not unsubscribed from receiving communications from Sunbasket.

If the Prospective Members first order pre-tax total equals \$60 or more, then the Program credit applied shall be \$40. If the Prospective Members' first order pre-tax total equals less than \$60, then the Program credit applied shall be \$20. Note, Refer-a-Friend program credits cannot be combined with any other offer.

4. Sharing Invitation Links

Referrals can only be used for personal and non-commercial purposes, and only shared with personal connections that will appreciate receiving these invitations. Invitation Links should not be published or distributed where there is no reasonable basis for believing that all or most of the recipients are personal friends or family. For example, Invitation Links should not be distributed via social networks (such as, Facebook, Instagram, LinkedIn, Twitter, etc.) or commercial websites (such as, coupon websites or Reddit). Use of any automated system, script or macro to participate in the Program or generate Qualified Referrals is strictly prohibited. Members shall not send more than one Referral Program

invitation to the same household. Sunbasket reserves the right to revoke or refuse to issue any Credit for Qualified Referrals that it suspects were generated through improper channels.

5. No Spam

Bulk email distribution, distribution to strangers, or any other promotion of a unique referral link in a manner that would constitute or appear to constitute unsolicited commercial email or “spam” in Sunbasket’s sole discretion is expressly prohibited and is grounds for immediate termination of the Member, deactivation of his or her Invitation Link, exclusion from the Program, and revocation of all related Credits.

6. Other Program Conditions and Limitations

Members and Prospective Members may not participate in the Program where doing so would be prohibited by any applicable law or regulations. We reserve the right to modify or amend at any time these Terms and the methods through which any Credits may be earned. We reserve the right to disqualify any Member or Prospective Member at any time from participation in the Program.

No part of the Program is directed to persons under the age of 18. **IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE PROGRAM AT ANY TIME OR IN ANY MANNER.**

Credits have absolutely no monetary value and may not, under any circumstances, be redeemed for cash or any cash equivalent including but not limited to gift cards, certificates, or refunds. Sunbasket may cancel, amend or revoke the Credit at any time for any reason.

Credits are personal to the Member and are not transferable and may not be auctioned, traded, bartered or sold, whether by operation of law or otherwise. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of a Member’s account for any reason, any unredeemed Credits (including without limitation any unapplied credits) accumulated by the Member are forfeited.

You cannot refer yourself to generate Qualified Referrals and earn Credits. Members may not participate with multiple or fake email addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or earn Credits.

7. Disclaimers

Sunbasket disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program, and reserve the right, in its sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sunbasket's control, corrupt the administration, security or proper play of the Program.

Sunbasket shall not be liable to any Member for failure to supply any Credit or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

8. Termination and Changes

Sunbasket may suspend or terminate the Program or a user's ability to participate in the Program at any time for any reason.

Sunbasket reserves the right to suspend accounts or remove Credits if it notices any activity that it believes is abusive, harassing, fraudulent, in violation of applicable law or regulation, or in violation of these Terms or the Sunbasket Terms of Service. Sunbasket reserves the right to review and investigate all referral activities and to suspend accounts or modify referrals in its sole discretion as deemed fair and appropriate.

The scope, variety, and type of services and Products that you may obtain by redeeming Credits can change at any time.

9. Updates to the Terms

Sunbasket may modify these Terms at any time, with or without notice, even though these changes may affect your ability to use the Program, subject to our compliance with applicable laws. The most current version of these Terms will be available on the Sunbasket website and will supersede all previous versions of these Terms.

10. Questions and Contacting Us

For any questions concerning the Program, please contact Sunbasket customer service via www.sunbasket.com/help.