

# Panasonic Solar Premium Installer

## Loyalty Programme

### TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("Terms") are effective as of January 1st 2017 ("effective date") between Panasonic Electric Works Europe AG, Robert-Koch-Str. 100, 85521 Ottobrunn, Germany, and every Panasonic Solar Premium Installer ("Premium Installer") who accepted these terms and conditions. They replace any prior conditions, valid before the effective date and invalidate them.

Panasonic Electric Works Europe AG offers the "Panasonic Solar Bonus Programme" ("bonus programme") for their Premium Installers. Premium Installers can register under these terms and conditions to participate in this reward programme. The bonus programme is a rewards programme for installers and is part of the Panasonic Solar Premium Installer programme. Access to the bonus programme can be made through the Panasonic Solar Premium Installer portal.

Panasonic reserves the right to change these terms and conditions at any time and without any liability claims on the part of the Premium Installer. The Premium Installer is entitled to an extraordinary termination within 14 days if he does not agree with the changes. All current loyalty points can be redeemed within 30 days after the termination following the old terms and conditions. After those 30 days any loyalty points of the Premium Installer will expire. If the Premium Installer does not make use of his right of termination, the changed terms and conditions will apply 14 days after receiving the notice of change. This agreement has been worded in German. In addition, an English version of it has been prepared, as a reading version for the contractual partners. The German version of the present agreement shall take precedence over any translation prepared in case of any disputes arising hereof. You may print these terms and conditions (including any attachments).

#### 1. Definitions

The following terms shall have, unless otherwise defined in these terms and conditions, the following meaning:

**Panasonic:** Panasonic Electric Works Europe AG, Robert-Koch-Str. 100, 85521 Ottobrunn, Germany.

**Bonus programme:** The rewards programme operated by Panasonic. Premium Installers have to accept these terms and conditions in order to obtain certain benefits from Panasonic.

**Panasonic loyalty points:** Loyalty points collected from the bonus programme by participating Premium Installers for the sale of Panasonic products (at the moment only all HIT® photovoltaic modules are point relevant). Collected loyalty points will be uploaded to the portal.

**Premium Installer:** A Panasonic Solar Premium Installer that is registered in the Panasonic Solar Premium Installer programme.

**Terms and conditions:** These terms and conditions that regulate the bonus programme.

**Primary Contact:** The person who sets up the account in the bonus programme. Panasonic assumes that this person is authorized by the general manager of the registered Premium Installer company to do so.

**Partner Portal:** The secure and protected website for Premium Installers.

**Rewards:** Loyalty points can be redeemed in rewards, which may be either marketing, PR support, or Panasonic products

**Programme:** Within this document same meaning as "Panasonic Solar bonus programme".

## 2. **Authorization, registration and access**

The bonus programme is only open to Premium Installers that are registered in the specified area.

Only Premium Installers that have completed the registration process for the bonus programme can participate in the programme and benefit from the advantages. A Panasonic loyalty points account is opened in the name and on behalf of the Premium Installer who has successfully registered for the bonus programme and accepted these terms and conditions.

To participate in the programme, the Premium Installer must fulfill the following requirements:

1. The Premium Installer must be registered in the specified area and have access to the partner portal.
2. The Premium Installer has completed the registration process for the bonus programme and have accepted these terms and conditions (terms and conditions).
3. The Premium Installer must buy Panasonic products (at the moment only all HIT® photovoltaic modules are point relevant).
4. The programme applies to all HIT® photovoltaic purchased after January 1st 2016. Submitted invoices may not be older than 4 weeks.

## 3. **First access Security**

For the bonus programme, the Premium Installer has to open an account by completing the registration process with current, complete and accurate information.

The Premium Installer is fully responsible for maintaining the confidentiality of his password and account. In addition, the Premium Installer is fully responsible for all activities that are carried out in his account. The Premium Installer agrees to notify Panasonic immediately of any unauthorized use of its account or any other breach of security. Panasonic is not liable for any loss incurred due to the fact that the Premium Installer's account or password have been used by an external person with or without the knowledge of the Premium Installer. However, the Premium Installer can be held liable by Panasonic for losses incurred due to the fact that the Premium Installer's account or password have been used by a foreign person.

## 4. **Basic concept of the programme: Collecting loyalty points**

Premium Installers participating in the bonus programme can collect loyalty points for the sale of Panasonic products (at the moment only all HIT® photovoltaic modules are point relevant).

Collected loyalty points are credited online to the Premium Installer's account based on the wholesaler invoices of purchased Panasonic products (at the moment only all HIT® photovoltaic modules are point relevant) submitted by the Premium Installer. Participating Premium Installers will be informed via e-mail about their loyalty points account and can view it online at any time. You will receive an email with the updated score and a link to your Panasonic loyalty points account, in which all points and information is stored. Submitted invoices may not be older than 4 weeks.

## **5. Basic concept of the programme: Redeeming loyalty points**

Premium Installers participating in the bonus programme can collect loyalty points by submitting invoices of purchased Panasonic products (at the moment only all HIT® photovoltaic modules are point relevant). Panasonic has the right to disqualify anybody from the bonus programme who manipulates the programme and/or these terms and conditions.

The Premium Installer must have collected a minimum number of loyalty points (minimum balance for redemption) before he can redeem points online for various rewards.

Rewards can be Panasonic products, marketing support or PR support. Panasonic reserves the right to extend this offer to other Panasonic products and to change the Panasonic rewards. We reserve the right, to switch to comparable products in exceptional cases. In this case, you will be contacted by us after placing the order and have the opportunity to cancel the order if you don't agree with the reward alternative.

## **6. Contract period and termination**

The Premium Installer becomes a registered participant of the bonus programme by accepting these terms and conditions.

The Premium Installer can terminate his participation in the bonus programme by sending an e-mail to [premiuminstaller@eu.panasonic.com](mailto:premiuminstaller@eu.panasonic.com) or by sending a letter to Panasonic Electric Works Europe AG, Robert-Koch-Str. 100, 85521 Ottobrunn, Germany. The cancellation period is 30 days. After this period, all loyalty points in the account of the Premium Installer will expire.

Panasonic reserves the right to terminate the participation of a Premium Installer in the programme at any time upon written notice via email, fax or postal letter with 30 days notice and without any liability claims on the part of the Premium Installer. Panasonic reserves the right of immediate termination for cause of the participation of a Premium Installer in the programme. In both cases, loyalty points on the account of the Premium Installer at the time of termination can be redeemed within 30 days after the termination. After those 30 days all loyalty points of the Premium Installer will expire. Panasonic reserves the right to terminate the programme at any time in its sole discretion where there are proper grounds (e.g. judicial or official decision, legal obligation or similar reasons) and without any liability claims on part of the Premium Installer. Even in this case, loyalty points on the account of the Premium Installer at the time of termination can be redeemed within 30 days after the termination. After those 30 days all loyalty points of the Premium Installer will expire.

## 7. **Contact**

For questions about the Panasonic bonus programme, status of loyalty account or redemption of points please send an e-mail to this address: [premiuminstaller@eu.panasonic.com](mailto:premiuminstaller@eu.panasonic.com). Support is currently available in English and German.

## 8. **Disclaimer**

Those who do not fulfill the requirements for participation or redemption of loyalty points cannot participate in the bonus programme.

Panasonic is not responsible and cannot be held liable for any errors or damage to technical components, hardware, software, servers, websites, or other components, which prevent the participant from participating in the bonus programme or restrict him in any way in the participation .

Panasonic reserves the right to review all requests to ensure that the conditions of the programme have been met and to request additional information on any requirements and related documents.

The submission of incorrect, false, misleading or fraudulent statements in the bonus programme may lead to disqualification from this and future programmes and to prosecution of submitters.

The decisions of Panasonic regarding any aspects of the programme are final and binding.

## 9. **Confidentiality and Privacy**

All personal data, including e-mail addresses collected under this programme will only be used for the purpose of managing and implementing this promotion. This action is in accordance with the Panasonic data protection and the Panasonic disclaimer which can be viewed here:

Data protection: <https://eu-solar.panasonic.net/en/privacy-notice.htm>

The Premium Installer accepts that Panasonic collect his contact data to carry out the programme. By participating in the programme the Premium Installer accepts the collection and use of his contact information by Panasonic and the transfer of such data outside the European Union for the purpose of managing and implementing the programme by Panasonic.

Panasonic will use such contact information in accordance with their respective data protection regulations. Contact data may occasionally be used by Panasonic to inform Premium Installers about new Panasonic products and programmes. The Premium Installer is entitled to access and correct his contact data in his account after logging on to the Panasonic partner portal.

Furthermore, the Premium Installer acknowledges that these terms and conditions, the bonus programme and all related documents and information is confidential information of Panasonic. The Premium Installer and his employees may not disclose it to third parties without prior written consent of Panasonic.

## 10. Other

This agreement shall be governed by substantive German law, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any disputes arising from or in connection with this agreement are to be finally decided by the competent courts in Munich.

Legal action against Panasonic under this Agreement must be brought within one year after such claim arises. The failure of Panasonic to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

In case a competent court determines, any individual or several provisions of this Agreement should be or become completely or partly invalid, this shall not affect the validity of the remaining provisions of this Agreement. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto and when Panasonic approved in writing such modifications.

The Premium Installer shall not without the prior written consent of Panasonic assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement. Panasonic may assign its obligations under that Agreement at its own discretion.

Any attempted assignment or transfer in violation of the foregoing is invalid.