

Consumer Referral Policy

Luminous Power Technologies Pvt. Ltd. (hereinafter “**Luminous**” or “**We**” or “**us**” or “**our**”) offers brand supporters/qualified users (hereinafter “**Referrer**” or “**you**”) an opportunity to participate in a consumer referral program (“**Program**”) that enables you to earn rewards by recommending Solar PV Rooftop Solutions provided by **solarbyluminous.com**TM to proposed eligible referrers/users (“**Referred User**”). In order to participate in the Program, you need to agree to the terms and conditions as provided herein below. You shall not be authorized to participate in the Program, if you do not agree to the terms and conditions of the Program in their entirety.

The parties referred herein above shall be individually referred to as “**Party**” and collectively referred to “**Parties**”.

We reserve the right to modify, amend change, cancel or suspend the Program, terms and conditions and/or the methods through which rewards are earned, at any time, at our sole discretion and without notice to you. We further reserve the right to disqualify any Referrers or Referred User from participation in the Program at any time at our sole discretion, including without limitation if he/she does not comply with any of these terms and conditions or otherwise fails to comply with any applicable laws (including, without limitation, through any failure to include any disclosures as required by the Luminous).

1. Eligibility Criteria

For the purpose of the Program, a Referrer shall be eligible to form a legally binding contracts under the applicable laws including Indian Contract Act, 1872. Further, a Referrer shall be above the age of 18 years, of sound mind and shall not be disqualified from entering into a lawful contract under any law in India for any reason including ‘incompetent to contract’ within the meaning of the Indian Contract Act, 1872.

The Company reserves the right to terminate your participation from the Program, if you fail to comply with terms and conditions of the Program, which may be amended from time to time.

2. Scope of the Program

These terms and conditions have been formulated in furtherance of the Program as initiated by us to increase our reach by providing our Solar PV Rooftop Solutions to the consumers and proposed customers.

We will provide you with a Referral Identification Number, which you must add to every link you use to promote the products of Luminous, in order for us to associate you with the Referred User.

You can earn an incentive only if you refer a Referred User to us and that Referred User makes an advance payment to us for the purchase of Solar PV Rooftop Solution provided by **solarbyluminous.com**[™]. You may be neither an agent of the Referred User nor a beneficiary of the Eligible Referral, except as anticipated by the terms and conditions of the Program.

The Referrer shall be eligible for an incentive in accordance with the Program, for each eligible Referred User, referred to us by Referrer and subsequently the Referred User pay an advance for purchase of our Solar PV Rooftop Solutions, the Qualified User who referred the Eligible Referral will be awarded an incentive in accordance with Clause 3.

3. Representation and warranties

By taking part in the Program, you agree that you shall agree to the following:

- i. you are eligible to enter into any agreement, terms and conditions or contract under the Indian Contract Act, 1872 or any other applicable law as amended from time to time;
- ii. comply with all applicable commercial and public anti-bribery laws;
- iii. send referral emails only to people that you know; and
- iv. not engage in any activity that may be considered fraudulent, invasive, or spamming.

Further, Referrers represents, warrants and agree, not to use the Program to:

- i. violate applicable law;
- ii. Infringe the intellectual property rights of YSI or any third parties;
- iii. Stalk, harass, or harm another individual;
- iv. Collect or store personal data about other Referrers;
- v. Impersonate any person or otherwise misrepresent Referrer's identity;
- vi. Interfere with, disrupt or violate the Terms and Conditions or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
- vii. Interfere with another Referrer's use of the Program;

- viii. Attempt to gain unauthorized access to the Program, other accounts, computer systems, or networks connected to the Program;
- ix. Transmit any file that contains viruses, worms, trojan horses, or any other contaminating or destructive features;
- x. Conduct any illegal activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
- xi. Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.
- xii. Present yourself as an authorised representative, partner or business development agent of Luminous or **solarbyluminous.com™**.

The Program mandates that an existing customer or Referrer shall refer our Solar PV Rooftop Solutions to their friends, family, acquaintances, etc. in accordance with the terms and conditions of the Program and in return existing consumers shall be incentivized in accordance with the terms of the Program to share details of friends, family and acquaintances who are interested in installing a solar rooftop solution on their premises.

4. Incentive earning mechanism

The incentive to the Referrer and the proposed referrer/ user for referring the Solar PV Rooftop Solutions under this Program (“**Incentive**”) shall be provided in the manner and in the form as specified and provided under the incentive mechanism as provided as **Annexure 1**.

The mechanism for redeeming the Incentive shall be in accordance with Annexure 1 as annexed herein and also the terms and conditions of the Program regarding the same.

5. Term and Termination

The Program and terms and conditions therein shall be valid and subsisting for a period of 1 (one) year starting from April 01, 2021 till March 31, 2022 (“**Term**”), within which consumer is required to submit their reference, subject to extension to such a period as may be decided by us at our sole discretion.

You shall have the right to terminate your participation under this Program without specifying any reason and at any time during the Term of this Program.

We shall also have the right to terminate your participation under this Program at any time during the Term of this Program, at our sole discretion, without specifying any

reason and without serving a prior written notice. Further, we shall terminate your participation under this Program in case of occurrence of the following:

- i. failure to adhere to the terms and conditions of the Program;
- ii. violate our privacy policy; or
- iii. violates any of the provision of applicable laws including Indian Contract Act, 1872, Information Technology ACT, 2000, as may be amended from time to time,
- iv. any other reason may be specified by us from time to time.

Upon termination, we shall only provide you the incentive for the Referred User referred to us, till the period of termination, provided that in the event of termination of your participation under this Program due to any violation of a provision or any applicable law, then you shall be eligible for the incentive for the remaining references made by you.

6. Ownership of trademark

The registered or unregistered logos, product and service names contained in **solarbyluminous.com**[™] or the Program are or may be trademarks of Luminous or its licensors (the “Marks”). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display, use or sell the Marks whether during or after the Term, in any manner or in any form to a third party.

7. Privacy and Data protection

Any personal details provided in connection with the Program will be processed in accordance with our Privacy Policy as provided on our website (www.solarbyluminous.com). It is important that you carefully read and understand this information.

All data collected by us will be used and processed exclusively within the framework and in accordance with the current Indian laws on data protection and privacy policies.

8. Liability

We are not responsible for errors, omissions, malfunctions, interruptions, deletions, delays or failures of operations in your website ID. We reserve the right to close the account(s) of any Referrer and/or Referred Customer and to request proper payment if the Referrer and/or Referred Customer attempts to use the Program in a questionable manner or breaches any of these Terms & Conditions or is in violation

of any law, statute or governmental regulation. All of our decisions shall be final and binding, including decisions as to whether a discount is verified.

9. Governing Law and jurisdiction

The Program and the terms and conditions therein, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. The courts of Delhi will have exclusive jurisdiction in relation to any matter arising under or in connection with this Program or any agreement/arrangement entered into pursuant to this Program.

Any claim, dispute or controversy between the Parties arising out of, in connection with or relating to this Agreement, or the breach, termination or invalidity hereof (“**Dispute**”) that cannot be amicably resolved by the Parties within 15 (fifteen) Business Days from the date that such Dispute arose, then either Party to the Dispute shall be entitled to refer the Dispute, in writing, to binding arbitration to be conducted in accordance with (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time). The Dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to arbitrators mutually appointed by the Parties, whose decision shall be final and binding on the Parties. The arbitration procedure shall be conducted in the English language and any award or awards shall be rendered in English. The arbitration shall take place in Delhi. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties.

10. Severability

In the event that any provision of these terms and conditions of the Program is declared invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. In such case, the Parties shall endeavor in good faith to modify the invalid or unenforceable article or to agree on a new article that is valid and enforceable.

Annexure 1
Customer Referral Program - Incentive & Mechanism

The following incentive mechanism shall be followed and adhered to:

1. Referrer shall share contact details of the referred person(s) by filling a form provided by **solarbyluminous.com**TM or directly with an employee of Luminous by sending an e-mail with requisite details to their official id and/or solar_mktg@luminousindia.com.
2. Subsequent to the above, in case of an on-going project, the Referrer where feasible, shall be given a rebate to the extent of the incentive on the remaining tranches/installments of the Solar PV Rooftop Solution purchased by them subject to receipt of minimum 25% advance money against the value of solution proposed to referred person or party.
3. For references where given by consumers whose projects have already been completed or where the value of incentive exceeds any remaining tranches, the Referrer, shall at the sole discretion of Luminous, receive a voucher/Cheque/Online Transfer equivalent to the incentive amount from Luminous or its Authorised Solar Solutions Partners. The incentive pay out shall be subject to receipt of minimum 25% advance money against the value of solution proposed to referred person or party.
4. The above steps shall be applicable mutatis mutandis for multiple referrals shared by the Referrer.
5. Incentives shall be applicable as per table below. The same may be revised at any time at the sole discretion of Luminous.

Incentive Payout Table		
Solution Size	First Installation	Every Additional
	Below 20 kWp	1%
20 upto 300 kWp	0.75 %	0.75 %
300 & above kWp	0.5 %	0.5 %

6. Luminous reserves the right to disburse the incentive in the form of Cheque, Online Transfer, Gift Card, Shopping Vouchers in full or in any combination thereof.

7. In addition, for special cases, Luminous at its discretion and subject to conditions may offer additional year(s) of insurance premium paid for the Solar PV Rooftop to Customers referred by the Referrer.
8. The pay out of incentive shall be carried out within 1 month of receipt of minimum 25% advance payment from the Customer referred.
9. Luminous is under no obligation to share or discuss details of the techno-commercial proposals to the customers so referred. The content and terms of proposal may vary from those offered to the Referrer and the Referrer has no participative right by virtue of the referral.
10. The referral program is only applicable to 3rd party referrals made by the Referrer and shall not be applicable to repeat orders or subsequent purchases by either the Referrer or the Customer referred.