

Kaleidescape Referral Program - Terms and Conditions

1. Description of the Program

The Kaleidescape Referral Program (“**Program**”) allows Kaleidescape customers who enjoy our products to earn promotional Credits (as defined in Section 4 below) for successfully referring Kaleidescape to their friends and family members. New customers referred through this Program will also earn promotional Credits.

Participating in the Program indicates that you agree to these terms and conditions (“**Referral Terms**”), which constitutes a binding agreement between you (“**you**”) and Kaleidescape, Inc. (“**Kaleidescape**”, “**we**” or “**us**”). The Kaleidescape Service and License Agreement (“**SLA**”), located here: <https://kaleidescape.com/sla>, is incorporated herein by this reference. Capitalized terms not otherwise defined within these Referral Terms shall have the meaning set forth in the SLA. In the event of a conflict between the terms of the SLA and these Referral Terms, the SLA will control.

2. Eligibility

To be eligible for the Program as a referrer or as a referred person you must be a resident of the United States and be at least 18 years of age (the “**Referrer**” and “**Referred Person**”, respectively).

A Referrer must have a Kaleidescape Movie Service account with at least one registered Kaleidescape System.

A Referred Person must be a first-time Kaleidescape customer, purchasing a new Kaleidescape Strato S movie player or Terra movie server product from an authorized dealer. A new customer registering a System using only remanufactured or resold components is not eligible for the Program.

Dealers and manufacturers of Kaleidescape hardware are not eligible to participate in the Program. Additionally, employees of Kaleidescape or its affiliates, including immediate family and household members, are not eligible to participate in the Program.

3. How the Program Works

A Referrer may initiate the Program within the Kaleidescape Movie Service at [Account→My Referrals](#). This page provides the Referrer a personalized referral code (“**Referral Code**”) and methods to share the Referral Code with others. To qualify for the Program, a Referred Person must enter a Referral Code from a Referrer during the registration process of a new Kaleidescape Strato or Terra product, and associate a credit card with a billing address located within the United States to the newly created Kaleidescape Movie Service account (a “**Qualified Transaction**”).

4. Credits

For each Qualified Transaction, the Referrer and Referred Person shall each be awarded US \$100 in Kaleidescape Movie Service Credits (“**Credit**”). Each Credit is provided “as is” and no substitutions will be offered, and no cash alternatives will be provided. Any unused portion of a Credit will expire 90 days after the time that the Credit is awarded. Only one person may earn a Credit as a Referrer in connection with each Qualified Transaction. In the event that multiple persons claim credit as the referrer for a particular Qualified Transaction, Kaleidescape has full discretion to determine which person earned the Credit as the Referrer.

5. Conduct

We encourage you to share your code responsibly with your friends and family members who you think would enjoy owning a Kaleidescape system. You are also welcome to share your code via postings on social media, and as part of content you create (*e.g.* a YouTube video).

The Program is provided for your personal use only and you agree not to use the Program for commercial purposes. Additionally, you agree that you will not:

- a. Attempt to mislead anyone in connection with the Referral Program, either by affirmative representation, implication, or omission;
- b. Use images of celebrities or other public or private figures without their written consent;
- c. Use someone else's brand name or intellectual property without their written consent (for example, referencing studio names or movie titles would be prohibited);
- d. Violate or infringe the rights of a third party. You will adhere to the license terms in any use of the Kaleidescape marks;
- e. Use Kaleidescape's name or marks in connection with any disparaging or defamatory content;
- f. Customize your referral code so as to misrepresent your identity, disparage or defame any person or company, or violate items a-e above;
- g. Pay anyone to use your Referral Code; and
- h. "Spam" anyone with invitations to join the Kaleidescape community, and you agree that you at all times will remain compliant with CAN-SPAM, the TCPA, and other applicable laws. Without limiting the foregoing, the following specific activities are prohibited:
 - i. Mass emailing, texting or messaging people you do not personally know;
 - ii. Use of automated systems or bots through any channel to distribute, post or respond to your Referral Code;
 - iii. Use of scripts, programed or automatic dialers to send invites or to communicate Referral Codes; and
 - iv. Posting Referral Codes on event or venue pages without express permission from the event or venue owner.

If you violate any of these restrictions or engage in other conduct that Kaleidescape, in its judgment, believes to be contrary to the intent of this program, Kaleidescape may, in its discretion, remove your eligibility to participate in the Program, and/or deny you (as either the Referrer or the Referred Person, as applicable) any Credits earned or provided in violation or suspected violation of these restrictions. You agree to indemnify Kaleidescape from all liability, damages, settlements, attorney fees and other costs and expenses that Kaleidescape incurs in connection with any of your actions or omissions pursuant to this Section 5 or otherwise in connection with your breach of these Referral Terms.

6. Privacy

All information collected through the Program is handled in accordance with the Kaleidescape Privacy Policy, located here: <https://www.kaleidescape.com/legal/privacy-policy.pdf>. Without limiting the foregoing, (i) Referrer acknowledges that the automatically created Referral Code will include Referrer's last name, as provided by Referrer, and as a result, such last name will be visible wherever the Referral Code is posted and (ii) Referred Person acknowledges that Kaleidescape will share Referred Person's first name, as provided by Referred Person, and date and time of Qualified Transaction with Referrer. Referrer may change their Referral Code to one that does not include their last name, if they choose, subject to 5(f) above. The Referral Code may be changed at [Account→My Referrals](#).

7. Limitation of Liability

KALEIDESCAPE WILL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THESE REFERRAL TERMS OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND KALEIDESCAPE'S LIABILITY SHALL NOT EXCEED IN THE AGGREGATE FIVE HUNDRED DOLLARS (\$500).

8. General

Kaleidescape reserves the right to modify these Terms at any time and without notice. This includes, but is not limited to, eligibility requirements, Credit amounts and types for the Referrer and the Referred Person, Credit expiry and the Program end-date. Any warranties for Kaleidescape's services and products provided to Referred Person in connection with the Program shall run directly from Kaleidescape to Referred Person pursuant an applicable end user license agreement. In no event shall Referrer make any representation, guarantee or warranty concerning Kaleidescape's services and products or terms or conditions of Kaleidescape's services and products, except as expressly authorized by Kaleidescape. For more information about the Program, give us a call at (650) 546-3000, or by email at referral@kaleidescape.com.