

Calvert Referral Rewards Program Terms

ELIGIBILITY

The Calvert Referral Rewards Program ("Program") is open to all currently or formerly enrolled customers of Calvert Education Services, LLC ("Calvert") who are over the age of 18, and not employees of Calvert, any of its affiliates, or any of its suppliers, vendors, or contractors. This Program is not applicable in states where this Program is taxed, prohibited by law or otherwise limited.

Calvert may terminate or modify the Program at any time by posting changes on this page or by contacting Members directly. Any change or termination shall not affect any previously submitted requests for payments of rewards that have accrued prior to the change or termination. Calvert reserves the right to exclude individuals or restrict eligibility from the Program in its sole discretion, including but not limited to determination in Calvert's sole discretion that any individual violated the policies herein, abused the Program, made any misrepresentation, or otherwise engaged in any detrimental to the interest of Calvert.

PROGRAM MEMBER REWARDS

As a Calvert Referral Rewards Program Member ("Program Member"), you may be eligible to receive referral reward(s) for introducing a new friend or family member to Calvert who then becomes a paying customer of Calvert (the "New Customer"). To be eligible for a referral reward:

- You must be a current or former customer of Calvert
- You must refer a friend or family member who has never been enrolled at Calvert
- You must sign up for the Calvert Referral Rewards Program at the following link:
http://homeschool.calverteducation.com/index.php?option=com_content&view=article&id=414
- You must provide the friend or family member with your unique referral code. Code to be received after signing up for the Program.
- The New Customer must purchase and pay for a full year of Calvert curriculum (grades K-8 or grade PreK), using your unique referral code AND make their curriculum purchase and payment.

As a Program Member, you are eligible to earn the following Referral Rewards:

- You will receive **\$50** for each New Customer that uses your unique referral code to enroll in Calvert's Pre-K curriculum and pays the fees and other amounts due to Calvert
- You will receive **\$100** for each New Customer that uses your unique referral code to enroll in Calvert's grades 1-8 curriculum and pays the fees and other amounts due to Calvert

There are no limits on the number of Referral Rewards you can receive.

If you currently have a payment plan, your Referral Rewards will be applied to the back-end of the payment plan. If you have a zero balance on your account, you have the option of being paid via Paypal funds OR by having the funds on credit to your Calvert account for future purchases.

Rewards will be paid 45-60 days after the New Customer enrolls in the Calvert curriculum and pays the applicable fees. Rewards payments will not be made to the Program Member if the New Customer returns purchased items to Calvert or otherwise fails to make timely payment of fees.

NEW CUSTOMER DISCOUNT

New Customer families who receive a unique referral code from a Program Member family, are eligible for a 10% discount towards the purchase of a full year of Calvert PreK or K-8 curriculum for each child who enrolls, under the following conditions:

- The 10% discount can only be used by families who are new to Calvert and have never enrolled any of their

children in any of Calvert's courses or offerings.

- The 10% discount is only applicable on enrollment in a full year course of Calvert PreK or K-8 curriculum.
- The 10% discount cannot be combined with Calvert's military discount or webinar discount. It can be used with the multi-child discount.
- The 10% discount is not applicable with financial aid.
- Enrollments using the 10% discount can only be processed by calling the Calvert Education Services call center at 888-328-8285. Not valid on web orders.

PROHIBITED CONDUCT

As a member of the Calvert Referral Rewards Program, you agree to the following:

- You will not purchase or use any advertising – whether in print, radio, internet, tv (including but not limited to any banner ads or google adwords or similar advertisements) in order to attract new families or share your unique referral code. All referrals must be by direct communication from you to a person you know (ie. by email, phone, in person, letter).
- You will not use any false, misleading, unfair or deceptive practice or trick, or otherwise deceive families into purchasing Calvert's curriculum
- You will not sell, divulge, disclose, post or make publicly available any referral codes or “how to guides”. Your code is personal to you and may not be used by another person.
- You will not engage in any form of mass unsolicited communication (for example, but not limitation, you will not send “spam” to lists of email addresses or social media networks such as Twitter or Facebook, or post on discussion forums or in comments, or similar locations, with information about the Calvert Program). Again, this Program is designed to be a referral program, not a mass marketing program.
- You will not directly or indirectly say or imply that you are a representative of Calvert or any of its affiliates, you will not state or quote prices, delivery times, effectiveness of the materials, or otherwise make statements that are not directly from Calvert approved marketing materials.
- You may “endorse” or provide a “testimonial” about the Calvert materials (and, any activity such as blogging about Calvert, doing an online review, providing content for an online or offline publication – there are all forms of endorsement or testimonial, even if the opinions you express are not favorable) however:
- You MUST specifically disclose to the recipient that you are a member of this Program and the you will be compensated if they become a New Customer
- Your statements MUST reflect your honest, complete, and unbiased opinions of the Calvert materials, and they must be based on your direct use and experience with them
- You MAY NOT state or imply that any particular result will occur- for example, you may not state that the Calvert materials increased your child's test scores, increased their grades, or otherwise resulted in any objectively measurable result.

Program Members committing any of the above prohibited actions may, at Calvert's sole discretion, receive a warning notification that they are in violation of the Program's terms and conditions, or may be immediately terminated. Repeated or wanton abuse of the Program will result in a Program Member's disqualification from the Program. Calvert reserves the right to remove a Member from the Program at any time.

PRIVACY

Calvert values your privacy. Your Membership information will not be sold, rented, or shared with anyone outside of the company. Calvert will comply with all federal and state laws regarding membership information. Calvert may provide a communications system (which may be on site or hosted offsite, such as a Google Group, or private Facebook or LinkedIn group) – if Calvert does this, the fact of your participation may be shared with other Program Members; however, you may opt out of this group using the applicable tool's opt out feature.

LEGAL

By participating in the Calvert Referral Rewards Program, you consent to these terms and conditions. Calvert assumes no responsibility for errors caused by incorrect membership information. You are responsible for any taxes, charges and other liabilities relating to or resulting from your participation in the Program. You agree to provide Calvert with any reasonable information it deems necessary to comply with applicable law to make payments to you (for example, Calvert may require you to fill out a W-2 and provide taxpayer identification number).

The Calvert Referral Rewards Program is void where taxed, prohibited by law or otherwise limited. This program is not a sweepstakes, contest, or multi-level marketing plan. All Program Members who meet the eligibility requirements for payment will be paid as provided above. No additional compensation is payable to a Program Member if any New Customer themselves becomes a Program Member. Calvert is not requesting any Program Member to solicit for new Program Members, and no compensation will be paid for any such effort. Program Members are not employees of Calvert, and are not entitled to any employment benefits. Subject to the restrictions herein, Program Members are free to undertake actions in any manner, using any tools they desire, and Calvert is not by placing the above restrictions or limitations on the right to payment, exercising any right to direct or control Program Members.

The interpretation and application of Calvert Referral Rewards Program terms and conditions are in the sole discretion and determination of Calvert and shall be final and conclusive.

The laws of the State of Maryland will govern the Calvert Referral Rewards Program and its terms and conditions. In any dispute or claim by a Program Member, unless applicable law prevents any limitation on the method of dispute, any such dispute regarding the terms and conditions of this Program shall be determined solely by arbitration before a single arbitrator under the rules of the American Arbitration Association, such arbitration to take place in Baltimore County, Maryland, and you hereby agree and **WAIVE ALL RIGHTS TO A JURY TRIAL** in respect to a dispute under these Rules. If you bring such an arbitration case and the arbitrator determines that you did not have a bona fide basis for such claim, the arbitrator is empowered to award Calvert its costs including a reasonable attorneys' fee. If this provision regarding arbitration is not enforceable, the Program Member hereby agrees to the sole and exclusive personal jurisdiction in Maryland and agrees that the sole and exclusive venue of any such action shall be the state court in Baltimore County, Maryland, or if it otherwise has subject matter jurisdiction, the federal court located in Baltimore City, Maryland.

Unless expressly prohibited by applicable law, in connection with any dispute hereunder, Program Member expressly covenants not to seek, and not to participate in, any class action or other multi-member, or multi-district lawsuit.

To the extent not prohibited by law, the maximum liability of Calvert in any claim by you for damages (in excess of any amounts finally determine to be due to you for making referrals as provided herein) shall be \$50 and you hereby waive the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Program are hereby excluded and you expressly waive any and all such rights. You expressly agree that Calvert is not liable for lost profit, consequential, punitive, incidental or other non direct damages you may incur.

By participating as a Program Member, you agree to release and hold harmless Calvert, its employees and independent contractors of Calvert, their legal representatives, their affiliates, subsidiaries, parents, agencies and their respective officers, directors, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from, or in connection with, the Program including, but not limited to, liability arising from improper use of likeness, personal injury, death, damages or monetary loss. Restrictions, conditions and limitations apply.

By participating as a Program Member, each Program Member further agrees that Calvert may use their name, likeness and image, without any additional payment or fee to Program Member, in Calvert promotional materials, so long as such promotional materials reasonably relate, and do not misstate in any material way, Program Member's participation in the Program. This consent does not apply to any person under the age of 18.

CALVERT DISCLAIMS ANY AND ALL IMPLIED AND EXPRESS WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON INFRINGEMENT, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXCLUDED. THIS PROGRAM IS PROVIDED "AS IS" AND WITHOUT WARRANTY.