



ESS Refer a Friend Program: Terms & Conditions

I. Definitions of Program Terminology

- a. **Program** – The ESS Refer a Friend Program
- b. **Member** – A person who registers to participate in the ESS Refer a Friend Program and refers others from their network to join ESS.
- c. **Referral** – A person who gets referred to ESS by a Member.
- d. **Reward** – A \$100 digital gift card payment via Tango Card to Members who submit eligible Referrals through the ESS Refer a Friend Program.

II. Overview of the Referral Process

- a. A person who is interested in participating in the Program registers to become a Member at Refer.ESS.com.
- b. The Member shares their unique referral link to their network via email, text, and/or social media through their personal dashboard.
- c. The Referral follows the Member's link and fills out a brief form to activate a potential Reward for the Member.
- d. The Referral must apply at ESS.com, get hired, and meet the minimum work requirements for the Member to receive the Reward.

III. Member Requirements

The Program is open to the public with certain exceptions. Non-corporate ESS employees, school district staff, parents/guardians of district students, community members, and more are welcome to submit referrals.

- a. The program is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years of age.
- b. Corporate employees of ESS (employees of Source4Solutions, LLC) and their immediate family (spouse, parents, siblings, children) and household members are not eligible for this Program.
- c. Individuals may not refer themselves.
- d. District employees from the state of Oregon are not eligible for this promotion due to state laws. Void where prohibited by law.

- e. Employees of Marion County Public School, FL, are not eligible for this promotion due to the District's Board Policy.
- f. Members must comply with all Terms & Conditions outlined herein, and the Reward is contingent upon the Referral's fulfillment of Program requirements. Members will not receive a Reward for word-of-mouth referrals or referrals made by any means other than the process outlined herein.

IV. Referral Requirements

For the Member to receive a Reward, the Referral must meet the following requirements:

- a. The Referral must be entirely new to the ESS application process. At no point in history can the candidate have started an application, even if it was ultimately never completed.
- b. The Referral must follow the Member's link and complete the associated form before starting their application.
- c. When ESS partners with a new district (or implements a new service line in a current district), any district substitute or other applicable staff who has the opportunity to transition to ESS is not a valid Referral.
- d. The Referral must complete their application, get hired, and work ten (10) of their first 45 calendar days within 120 days of the referral submission. (The 45-day period begins on the date of the candidate's first completed assignment).
- e. The Referral must not have undergone any disciplinary action.

V. Referral Payment Details

- a. Eligible Members will receive a Reward worth \$100 for each successful Referral that meets the Program requirements outlined herein.
- b. The Member is responsible for claiming their own Reward.
 - i. The Member will receive a notification email from ESS (no-reply@rock.me) when one of their Referrals has met the program requirements.
 - ii. Within the next three (3) business days, the \$100 Reward will be issued through a third-party gift card distribution company called Tango Card.
 - iii. The Member will receive another email from Tango Card (noreply@tangocard.com) containing a link to the gift card selection website.
 - iv. The Member can choose which digital gift card(s) to redeem their Reward for.
 - 1. There are nearly 150 popular gift cards to choose from, including a Visa cash card and the option to donate the Reward to a charity.
 - 2. Members can split their Reward into multiple gift cards.
- c. Rewards do not expire.
- d. There is no limit to the number of people who can be referred.

VI. Additional Considerations

- a. No purchase necessary.
- b. Referrals submitted through ESS' previous referral program, prior to February 1, 2022, are subject to the rules and payment of the previous referral program.

- c. All Rewards are non-transferable, and no substitution will be made except as provided herein at ESS' sole discretion. ESS reserves the right to substitute a Reward for one of equal or greater value if the designated award should become unavailable for any reason.
- d. By receipt of any Reward, Member agrees to release and hold harmless ESS, Source4Solutions, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents {collectively, the "Released Parties"} from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of any Reward.
- e. ESS reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failure, or any other factor beyond ESS' reasonable control impairs the integrity or proper functioning of the Program as determined by ESS in its sole discretion.
- f. The Released Parties are not responsible for: (1) any incorrect or inaccurate information; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in software; (3) unauthorized human intervention in any part of the Program; (4) technical or human error which may occur in the administration of the Program or the processing of Referrals; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Member's participation in the promotion or receipt or use or misuse of any Reward.
- g. Participation constitutes Member's full and unconditional agreement to these Terms & Conditions, and all decisions made by ESS which are final and binding in all matters related to the Program. Receiving a Reward is contingent upon fulfilling all requirements set forth herein.
- h. Void where prohibited by law.

Questions can be sent to Refer@ESS.com.