



PRODUCT IDEA SUBMISSION

Pegasus Solar Inc. (hereafter "Pegasus") employs a substantial number of engineers and researchers to improve existing products and develop new products. An idea submitted from an outside source may have already been developed or be under development by Pegasus. Consequently, to avoid possible confusion or misunderstanding as to the origin of an idea, a definite understanding must be reached before Pegasus can agree to receive or review an idea from persons who are not employees of Pegasus.

Your idea has not yet been disclosed within or reviewed for substance and comprehension by Pegasus. We prefer that you consult with a patent attorney and obtain a patent prior to submitting your idea to Pegasus. However, Pegasus will evaluate your idea with or without a patent, but only under the following conditions:

1. In consideration for Pegasus evaluating your idea, you agree that Pegasus is released from any and all obligations to you in connection with the manufacture, sale, use or license of your idea or any portion thereof except such obligations as may result under valid, unexpired patents which may have been granted or may be granted in the future.
2. "Pegasus" as used herein includes subsidiaries, divisions, dealers, franchises, officers, employees, agents, and servants of Pegasus Solar Inc.
3. All submissions or disclosures of ideas are voluntary on the part of the submitter. No obligations or confidential relationships, either expressed or implied, are assumed by Pegasus with respect to any idea submitted. In order to evaluate your idea, Pegasus may have to disclose the idea to persons outside of Pegasus. Consequently, Pegasus is under no obligation to maintain the idea in secret or confidence.
4. Copies of all ideas submitted to Pegasus may be kept by Pegasus to prevent future misunderstandings regarding the scope of the submission. Any lawsuit or other action based on use by Pegasus of an idea not the subject of an issued U.S. patent submitted by you under this program must be filed no later than four (4) years after you disclose said idea to Pegasus.
5. Pegasus does not have any obligation to reveal any information concerning its evaluation of your idea or concerning present or future activities in any field.
6. Ideas will be considered only with the understanding that the use, if any, by Pegasus of such ideas is within the sole discretion of Pegasus.
7. Unless and until you obtain the rights described under Condition No. 8 only compensation to be paid by Pegasus for your unpatented idea shall be a sample of the product incorporating the idea (Pegasus's obligation shall not exceed products having a suggested retail price of \$200.00) plus \$1,000.00, and such compensation shall be paid only if Pegasus uses your idea in production products and if Pegasus was not aware of the idea prior to your submission of it to Pegasus.
8. Patented ideas and ideas covered by pending applications for patent will be considered only with the understanding that the submitter agrees to rely for his protection solely on such rights as he may have under the laws, including but not limited to patent and industrial design laws, of the United States and/or of any foreign country. If submitter owns a patent covering Pegasus's use of your idea, then an agreement, such as a royalty-bearing license, a purchase of the patent or the like, may be negotiated.
9. All Pegasus employees are subject to and entitled to the terms and conditions set forth in their employment contract and confidentiality and invention assignment agreements regarding product ideas.
10. The foregoing conditions may not be modified or waived.

By checking the electronic box on the Pegasus online submission form on Pegasus' website, you represent that you have the power to enter into this agreement and to disclose the idea to Pegasus.

Upon electronic receipt of your submission, your idea will be evaluated, and you will be advised of our interest.

VIDEO, PHOTO, AND WRITTEN TESTIMONIAL SUBMISSION

If you submit a testimonial to Pegasus using testimonial submission form, then you agree that Pegasus may publish your testimonial, together with your name using the form, on this website and on any successor website, social media platform, or other marketing format that Pegasus may use or operate from time to time, on such page and in such position as Pegasus may determine in our sole discretion.

You further agree that Pegasus may edit the testimonial and publish edited or partial versions of the testimonial. However, Pegasus will never edit a testimonial in such a way as to create a misleading impression of your views. You may terminate this License by giving to us 30 days' written notice of termination.

I hereby irrevocably authorize Pegasus to copy, exhibit, publish or distribute the Testimonial for purposes of publicizing, promoting and awareness development Pegasus programs or for any other lawful purpose. These statements may be used in printed and digital publications, multimedia presentations, on websites or in any other distribution media. I agree that I will make no monetary or other claim against Pegasus for the use of the statement.

PHOTO CONTEST

Pegasus Solar Inc. (hereafter "Pegasus" or "Sponsor") may from time to time conduct a Photo Contest.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Term: Pegasus Customer Photo Contest begins at 12:00AM on the first day of each calendar quarter and ends at 11:59pm on the last day of each calendar quarter. As such, there may be four Customer Photo Contests per calendar year. By submitting an entry, each contestant agrees to the rules of the contest and states that he or she is 18 years old or older and a citizen of the United States of America.

Who may enter: All prizes are open to photographers who are 18 years old or older who are living and are citizens of the United States of America. Individuals affiliated with Pegasus Institution, including employees, interns, volunteers, and their immediate families (children, parents, siblings and spouses) and others living in their households are not eligible for any prize. Pegasus will determine winners' eligibility in its sole discretion.

What to enter: The following contest categories are drawn from subjects of special interest to Pegasus:

1. Completed Installs: finished rooftop solar installations using Pegasus mounting hardware.
2. In process installs: Pegasus mounting hardware installed prior to PV panels being installed.
3. Tips and Tricks: Tips or advice on how to more easily install rooftop solar.

To be eligible for any category, a photograph or video must have been shot by the entrant within the calendar quarter for which the contest is designated. This date applies to all images in a composite. The contestant certifies that he/she is the sole creator and copyright owner of the submitted photos and videos. Cropped photos and videos are eligible in all categories. For a photo in which a person is recognizable, you must be prepared to provide a model release from the subject or, in the case of a minor, the subject's parent or guardian, to Pegasus upon request. A sample model release is available upon request. If the entrant is unable to provide all required releases, Pegasus in its sole discretion reserves the right to disqualify the submission, seek to secure the required releases, or permit the submission to remain in the contest. Photos and videos that violate or infringe upon another person's rights, including but not limited to copyright, are not eligible. Photos and videos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, as determined by Pegasus in its sole discretion, are ineligible for all categories of this contest.

Ethics: Entrants must disclose the circumstances under which an image was captured as well as any instructions given to a subject. The welfare of a subject and its environment must be placed ahead of the desire to capture a photo or video. Upon entering the contest, entrants certify that subjects were treated with respect and dignity, and that no people, wildlife, or the environment were harmed in creating a photo or video. If on a rooftop, all people in the photograph or video must be wearing adequate fall protection.

How to Enter: Please submit photos or videos and requested information online through our website at pegasussolar.com/feedback. You may submit up to 15 photos or videos per category for a contest total of 90 submissions. In order to be displayed in our online gallery without being stretched or distorted, photos and videos must be submitted in .jpeg, .jpg or .gif format, at least 2,000 pixels wide and no larger than 100 MB. You must complete a separate form for each photo submitted.

We do not accept photos or videos submitted through the mail and do not accept more than one contestant per e-mail address. High-quality scans of non-digital photos or videos are acceptable. Digital photos or videos should be taken at the highest resolution possible. Pegasus may collect a photograph's metadata upon entry.

You retain your rights to your photos and videos; however, by entering the contest, you grant Pegasus Institution (and those authorized by Pegasus) a royalty-free, world-wide, perpetual, non-exclusive license to publicly display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or later developed, for any purpose, including, but not limited to, advertising and promotion of the products through . Any photos or videos reproduced will include a photographer credit as feasible. Pegasus Institution will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

Entry deadline: The contest begins at midnight Pacific Time on the first day of each calendar quarter. All entries must be received through Pegasusmag.com by 11:59pm Pacific Standard Time on the last day of each calendar quarter.

Judging: Photo entries will be judged based on creativity, quality, originality, responsiveness to the prompt and overall impact. Pegasus will select a single winner per calendar quarter. The winner will be notified of their status and appear on our website, email promotions, or other marketing content. Pegasus will notify winners via the contact information provided at the time of entry; Pegasus may disqualify anyone who fails to respond to the notification within five business days. Please do not contact us about the status of entries or judging.

Prizes: Pegasus will announce a Prize worth up to \$200 prior to each calendar quarter (the "Prize") that the Photo Contest is being conducted. The prize will take the form of a gift card with no cash value. Winner agrees to accept the Prize "as is" and entrants hereby acknowledge that Pegasus is in any manner responsible or liable for any warranty, representation, or guarantee relative to the Prize, including warranties provided exclusively by a prize supplier. Approximate retail value of the Prize is \$200.00. Any difference between stated approximate retail value and actual value of Grand Prize will not be awarded. Winner is solely responsible for any federal, state, and local taxes. Winner may request a 1099 form from Sponsor.

Online Features: In its sole discretion, Pegasus may select photos and videos for highlight on its website, through email promotions or other forms of marketing. Such selections will be made in Pegasus's sole discretion.

WARNING: ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY SPONSOR-OWNED WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Conditions of Entry: All entrants hold the Sponsors and their respective directors, officers, employees, interns, and volunteers (the "Indemnified Parties") harmless from and against all claims of any nature arising in connection with entrant's participation in the contest and acceptance or use of a prize. The Indemnified Parties are not liable for any costs, damages, injuries, or other claims incurred as a result of entrants' participation in the contest or winner's acceptance and usage of a prize. The Indemnified Parties are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or causes beyond their control. Entrants are solely responsible for their entries. Entrants may not submit materials that introduce any software viruses, worms or other programs designed to damage software, hardware or telecommunications equipment or are off-topic, partisan-political, contain advertising, nudity, personal attacks or expletives, or is otherwise abusive, threatening, unlawful, harassing, discriminatory, libelous, obscene, false, sexually explicit, or that infringes on the rights of any third party.

The contest is void where prohibited or restricted by law. Pegasus reserves the right to cancel the contest or modify these rules at its discretion. In the event of a dispute regarding the winners, Pegasus reserves the right to award or not award the prizes in its sole discretion. Pegasus reserves the right to disqualify any entrant whose entry or conduct appears in any way to: inhibit the enjoyment of others; tamper with the competition; violate these rules or other applicable law or regulation; infringe on the rights of third parties; or act in an unsportsmanlike or disruptive manner. Decisions of Pegasus are final and binding.

Last updated: November 2021.