

## Referral Program Terms and Conditions

The Referral Program (the “**Program**”) is a qualifying activity by which you may earn a referral fee if you refer a business that becomes a WhitePages PRO customer within one (1) year of the referral date. Please read these terms and conditions (the “**Terms**”) before submitting any referrals. By submitting a referral, you agree to be bound by the Terms and represent that you satisfy all of the eligibility requirements set forth herein.

### ELIGIBILITY

The Program is open to individuals who are legal residents of the U.S., age eighteen (18) or older. The Program is void where prohibited by law. Directors, officers, and employees of WhitePages, Inc. (the “**Sponsor**”) and any of its subsidiaries, affiliates, agents, professional advisors, advertising and promotional agencies, and members of their households are not eligible.

### HOW TO SUBMIT A REFERRAL

To participate, refer a business that is not and has not been customer of WhitePages PRO by submitting your name, your email address, the referral’s name and the referral’s work email address via the form available on <http://whitepagesinc.com/PRO/index.html>. Submissions submitted that are incomplete, defective, forged, or irregular in any way or not in compliance with these Terms will be disqualified, at the sole discretion of Sponsor. If any participants submit referrals for the same business, only the first referrer, as documented by the Sponsor’s records, is eligible for the referral fee. In the event of a dispute regarding the submission of a referral, the Sponsor, in its sole discretion, reserves the right to determine the eligibility and timing of the submission.

Referrers represent and warrant that they have the right to submit the name and email address of their referrals. Subject to any exceptions herein as to the rights to disseminate or use such information, Sponsor will treat all personally identifiable information in a manner consistent with Sponsor’s [Privacy Policy](#). Participants further agree that personally identifiable information may be processed, stored, and otherwise used for the purposes of the Program, including, but not limited to, checking participant’s identity or to otherwise verify eligibility and validity.

### REFERRAL FEE

For each new referred business that becomes a WhitePages PRO customer within one (1) year of referral,

the referrer will be awarded a referral fee in the sum of one hundred dollars (\$100.00) (the “**Fee**”). There is no limit to the number of referrals that a participant may submit. Referrers will be emailed (via the email address submitted) if a referral becomes a WhitePages PRO customer to arrange for mailing of the Fee. The participant is responsible for all taxes, including federal, state, and local, applicable to the acceptance and/or use of the Fee.

### GENERAL CONDITIONS

By entering, participants agree to: (1) release the Sponsor and their agents from all liability, injuries, loss and/or damage of any kind arising from their participation in the Program and the acceptance, possession, and use/misuse of any Fee; and (2) be bound by these Terms and the decisions of the Sponsor in regards to this Program. Notwithstanding anything to the contrary contained in these Terms or elsewhere, the Sponsor makes available the Program on an “as is” basis and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose in connection herewith. The total aggregate liability of the Sponsor and the Released Parties to participants or other third parties arising out of or in connection with the Program, whether in tort, contract, or otherwise, shall not exceed the sum of one hundred dollars (\$100.00). By entering the Program, participants shall indemnify and hold harmless the Sponsor and the Released Parties, from any and all claims, injuries, loss, damage, expenses, or liabilities of any kind arising out of or in connection with the Program, participants’ participation in the Program, or delivery, misdelivery, acceptance, possession, and use of, or inability to use, any fee or prize. The laws of the State of Washington govern the Program without reference to choice of law principles. Any dispute regarding the Program is exclusively subject to binding arbitration in Seattle, Washington pursuant to the commercial arbitration rules of the American Arbitration Association. If for any reason, the Program is not capable of being run as planned, the Sponsor reserves the right, in its sole discretion, to change these Terms, disqualify any individual who tampers with the submission process, and to modify, suspend, or terminate the Program.

### SPONSOR

This Program is sponsored by WhitePages, Inc., 1301 Fifth Avenue, Suite 1600, Seattle, Washington, 98101