

# **AeroVironment Veterans Rebate Program**

## TERMS & CONDITIONS

VOID WHERE PROHIBITED BY LAW.

### **PROGRAM OVERVIEW**

The AeroVironment Veterans Rebate Program ("Program") is sponsored by AeroVironment, Inc. ("Sponsor"). The Program begins on May 1, 2018, ends on December 31, 2018 ("Program Period"), and is only open to U.S. military service veterans and active duty United States Armed services members, and state and local active duty and retired Police and Fire Department personnel, and their immediate family members (i.e. a spouse, domestic partner, child, sibling, parent), who are permanent legal residents of the (50) states of the U.S., plus the District of Columbia (excluding Guam, Puerto Rico, and all other U.S. territories and possessions) and who are currently physically located and residing therein. The Program consists of a rebate offer which is made available to eligible and qualified purchasers of a specific AeroVironment product as detailed below.

### **PARTICIPATION IN THE PROGRAM**

To participate in the Program, qualified participants must complete the purchase of an AeroVironment Ag Drone System Bundle (model #78234) which includes one (1) Quantix Hybrid Drone and a one (1) year subscription to AeroVironment Decision Support System ("Drone Package") from a qualified AeroVironment dealer. Alternatively, qualified participants may make the required purchase through the Sponsor's website at <https://www.avdroneanalytics.com/> ("Website") by selecting the 'Shop Now' button. This rebate offer applies only to the Drone Package and cannot be redeemed for any other product. In order to be eligible for this Program, the purchaser ("you" or "Participant") must be either (i) a retired or active duty member of the United States Armed services, or an honorably discharged U.S. military veteran, defined as serving or having served in the United States Air Force, Army, Coast Guard, Marine Corps, Navy, National Guard, or Reserves, or (ii) a current active or retired police officer, sheriff/sheriff's deputy, correctional officer, state trooper, or federal law enforcement officer, or (iii) a current active or retired career or volunteer firefighter, or (iv) a spouse, domestic partner, child, sibling, parent of (i), (ii), or (iii).

In order to qualify to receive your rebate, you must complete the following steps by the end of the Program Period:

- 1) Activate your Drone Package (to activate your Drone Package, fill out the registration form available at <https://www.avdroneanalytics.com/registeryourquantix> and follow the AV DSS account set up instructions listed in the registration/invitation email,
- 2) Download and complete the Rebate Form available at <https://www.avdroneanalytics/veterans-rebate/> (the Rebate Form must be completed by the same person who activated the Drone Package),
- 3) Provide a legible copy of the sales receipt for the purchase of the Drone Package, and
- 4) Provide a legible copy of one of the verification documents listed below to provide proof of your status as a valid and qualified Participant. If you are submitting a verification document for a spouse, domestic partner, child, sibling or parent, you must do so with the express permission of said person.

Required verification documents may include any one (1) of the following for Participants:

- VA Issued ID Card for Health Care

- Veterans ID Card
- Veterans Designation on Driver's License or State Veterans ID Card
- Veterans Group Membership Card (VFW, American Legion, DAV, etc.)
- Leave and earning statement (please redact personal information such as Social Security Number and earnings)
- DD form 214, Certificate of Release or Discharge from Active Duty (please redact personal information such as Social Security Number and earnings)
- Valid International Association of Firefighters (IAFF) Member ID card
- Department issue ID card with name and title
- Firefighter or First Responder Association personal membership card/letter
- Proof of official retirement issued by the appropriate branch of the military or police or fire authorities
- ProBoard certification for First Responders
- National and/or state certification documentation.

There are three (3) ways for Participants to submit their rebate documents: (i) U.S. mail ("USPS"), (ii) email, or (iii) online. The documents which must be submitted are: a completed Rebate Form, a legible copy of the sales receipt for the Drone Package, and an appropriate, legible copy of a verification document. Rebate documents submitted via USPS mail should be addressed to: AeroVironment Veterans Rebate Program, P.O. Box 6807, Burbank, CA 91510. Rebate documents submitted via email must be sent to [AvVeteransRebate@enteractivesolutions.com](mailto:AvVeteransRebate@enteractivesolutions.com). Rebate documents submitted online, must be completed at [www.AvVeteransRebate.com](http://www.AvVeteransRebate.com).

**All rebate activation steps listed above must be: (i) completed within ninety (90) days of purchase, and (ii) completed by the end of the Program Period and (iii) received by Sponsor no later than January 11, 2019 in order to be eligible to receive the rebate.**

Once you have completed your purchase/activation of the Drone Package, completed the Rebate Form, and provided proof of your status as an eligible Participant (and the same are received by Sponsor in a timely fashion), you will be sent a rebate check in the sum of \$1,250. Rebate checks are payable in U.S. dollars and will only be mailed via USPS to valid street addresses in the U.S. (including the District of Columbia) Please allow eight (8) to twelve (12) weeks for delivery after all required documentation is received by Sponsor. All rebate claims are subject to Sponsor's final review and approval.

NOTE: Limit one (1) rebate per person or household. Rebate requests sent via USPS must be postmarked by December 31, 2018 and received by January 11, 2019. Rebate requests sent online or via email must be received by January 11, 2019.

Each Participant should keep copies of all verification and submission documents as documents sent to Sponsor will not be returned. If a rebate request is incomplete or fails to meet any of the verification requirements, no rebate will be issued. Sponsor reserves the right to request additional information, such as sworn affidavit, when processing a rebate request. Sponsor has no obligation to notify Participants of any mistakes or omissions in any rebate submissions.

#### **LIMITATION OF LIABILITY**

Neither the Sponsor, Enteractive Solutions Group ("Program Administrator"), participating

authorized retailers of Sponsor, those involved in the production, development and handling of the Program, their respective agents, officers, parent companies, affiliates, subsidiaries, nor their officers, directors, representatives, agents or employees (collectively “Program Entities”) shall have any responsibility or liability for any expense, loss, cost, injury, damage, delay, accident or any other matter or thing whatsoever, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to (i) the participation of the Participants in the Program; (ii) any failure, delay or decision by Sponsor in administering the Program or resulting from amending these Terms and Conditions; (iii) any offer, representation, statement or claim about the Program or any participating retailer or its products or services, made by Sponsor, any of the participating retailers, or any other person; or (iv) the purchase or use of a Drone Package or any other goods/products from the Sponsor or participating retailers. Participating authorized retailers are not responsible for the Program. Participants agree that to the extent allowed by applicable law, Program Entities shall have no responsibility or liability (even if any such entity is found to be negligent) (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with this Program, including participation; incorrect or inaccurate transcription of registration, submission, or redemption information; any lost, late, missing, misdirected, incomplete, misdirected, damaged, destroyed, inaccessible, corrupted, mutilated, postage due, or illegible rebate requests; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, internet service provider; interruption or inability to access a website or online service via the internet due to hardware or software compatibility problems; any damage to a Participant’s computer and/or its contents related to or resulting from any part of the Program; and/or any lost/delayed data transmissions, omissions, interruptions, defects or any other errors or malfunctions, even if caused by the negligence of one of the Program Entities.

## **TERMINATION AND CHANGES**

Sponsor reserves the right, in its sole discretion, to: (i) suspend or terminate the Program; (ii) add, delete or change the Program or its participating retailers; (iii) modify or change redemption procedures; and (iv) alter, limit, modify or add to the Program Terms and Conditions. Sponsor may make these changes to any aspect of the Program without notice.

## **GENERAL CONDITIONS**

Unless expressly stated in writing, rebates cannot be combined with any special pricing. Program Entities shall not be liable for any claims, injuries, losses or damages resulting from the Program. Payment of taxes, if any, are the sole responsibility of each Participant. Participants are responsible for all optional expenses ancillary to and associated with the Drone Package. If, for any reason, the Program or Website is not capable of running as originally planned, Sponsor in its sole discretion reserves the right to cancel, suspend, or modify the Program or any portion(s) thereof until the problem has been fully and completely resolved. In such event, Sponsor will conduct the Program in a manner deemed to be fair, appropriate and consistent with these Terms & Conditions in Sponsor’s sole discretion. Notice of such activity by Sponsor may be posted on the Website. The Sponsor is committed to maintaining the privacy of all Participants. For more information on Sponsor’s privacy policy, refer to <https://www.avinc.com/legal/privacy-policy>.

## **GOVERNING LAW, JURISDICTION, ARBITRATION**

Any controversy or claim arising out of or relating to (i) the Program, (ii) the awarding of any rebate or determination of Participant eligibility, and/or (iii) the determination of the scope or applicability of these Terms and Conditions or their enforcement or interpretation shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Any controversy or claim arising out of or relating to this agreement, its enforcement, arbitrability, or interpretation shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitrator shall be selected by mutual agreement of Sponsor(s) and the Participant or Participants bringing forth the controversy or rebate claim (collectively, the "Parties"), which controversy or claim to the extent permissible must be brought individually and not as part of a class/group. If the Parties cannot agree on an arbitrator, then one shall be chosen by lot from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The Parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Participant(s) agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action. Each Participant(s) further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Program and in no event will either Party be permitted to obtain attorneys' fees, other legal costs and/or be entitled to awards of such costs from the other Party. Participant(s) hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased. Should any term of this section be deemed by a tribunal of competent jurisdiction void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this section within the requirements of law, be deemed to be severed from the other terms of these Terms and Conditions, and the remainder of these Terms and Conditions shall be given effect as if it had not included the severed term herein. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**

#### **ADDITIONAL INFORMATION**

All **correspondence and questions** pertaining to this Program should be directed to:  
AeroVironment Veterans Rebate Program, P.O. Box 7398, Burbank, CA 91510-7398.

The Program Administrator is not the supplier or guarantor of a rebate.