

Upon receipt of the membership account, member agrees to be bound by the program rules, terms and conditions. South Colorado Springs Nissan MyNissan Rewards program members will receive incentive points for every dollar spent on parts and services and up to \$250.00 on a vehicle purchase. These points are only redeemable at South Colorado Springs Nissan This is at no cost to you.

South Colorado Springs Nissan may modify any of the terms and conditions governing the MyNissan Rewards program including, but not limited to, the methods through which incentive points can be earned, how the program can be used, the value of the earned points, at any time, without notice, even though these changes may affect the members ability to use the points that have already been earned.

The MyNissan Rewards program has no pre-determined termination date and may continue until such time that South Colorado Springs Nissan may terminate the program at any time, with no notice given. Accrued reward points do not constitute property of a member and have no value outside of the program. Member dollars are credits that South Colorado Springs Nissan may revoke at any time as set forth herein. Reward points may not be exchanged for cash, assigned, bartered or transferred except as matter or otherwise by operation of law. Each program member is responsible for ensuring that the information in his/her account is accurate and kept current.

Abuse of the MyNissan Rewards program (including failure to follow program policies and procedures, the sale or barter of awards and any misrepresentation of fact relating thereto or other improper conduct, as determined by Dealer in its' sole judgment, any untoward or harassing behavior with reference to any Dealer employee or any refusal to honor Dealer employee's instructions) may result in cancellation of the member's account and future disqualification from program participation, forfeiture of all points accrued. Dealer reserves the right to

take appropriate legal action, as it deems necessary, and to recover damages, attorney's fees and court costs.

Limitation of Liability governs that each program member accepts all responsibility for and hereby indemnifies and holds harmless South Colorado Springs Nissan., and each of their related companies (Nissan) and respective officers, directors, employees, shareholders, agents and successors and assigns the Released Parties from and against any claims that may arise from actions taken by such Member or for any unauthorized access to member's account from a third party. Under no circumstances, including but not limited to negligence, shall the Released Parties be liable for any direct, indirect, incidental, special or consequential damages arising out of the program. By participating in the program, a member waives any and all rights to bring any claim or action related to such matters in any forum.

Points expire 3 years from date earned. Maximum service point redemption \$150 per visit.