

**Tustin Nissan  
One to One  
Rewards Program  
Terms and Conditions**

The following document describes the terms and conditions pursuant to which Tustin Nissan offers you access to and use of the Tustin Nissan One to One Rewards Program (the “Program”).

**Overview of the Program**

The Program is a loyalty program sponsored by Tustin Nissan through which customers can earn incentive points (Points) which may be applied to future service; routine maintenance; detailing, parts and accessory and vehicle purchases at Tustin Nissan.

All Points earned have no monetary value and can only be redeemed at Tustin Nissan under the terms and conditions set forth herein.

Nissan North America, Inc. (“NNA”), from time to time, may offer programs wherein customers may also earn Points. Any Points earned pursuant to programs offered by NNA are subject to separate guidelines, terms, conditions and rules established solely by NNA.

**A. Participation in the Program**

All retail customers, over the age of 18, who have had service (labor and/or parts) performed on their vehicles (all makes and models); or bought new or used motor vehicles and/or parts/accessories from Tustin Nissan are eligible to participate in the Program.

1. Employees of Tustin Nissan are not eligible to participate in the Program.
2. Fleet customers, commercial customers or wholesale customers are not eligible to participate in the Program.
3. The Sales and Service managers offer the Program invitation to the customer – in person or via emailed/mailed invitation.
4. Participation in the Program constitutes customer’s unconditional agreement to these Terms and Conditions.
5. The personal information that is collected from you in connection with the Program will be used in accordance with the Tustin Nissan Privacy Policy.

**B. Earning Program Points**

1. When you are first enrolled in the Program you will receive a reward card. At the time of enrollment you will receive 250 points which may be only be redeemed and applied towards the purchase of a future new or used Nissan truck or vehicle. The card is

to be used for each eligible transaction, earning up to a maximum of 250 points per transaction.

- a. Points are earned with the following transactions:
  - i. With each service department repair order (parts and labor) you earn Points equal to 10% of the total dollars you spend (less all taxes and waste disposal fees) which may be redeemed and applied towards a future service or parts or accessory purchase.
  - ii. With each parts and/or accessory transaction, you earn Points equal to 10% of the total dollars you spend (less all taxes) which may be only be redeemed and applied towards a future service or parts or accessory purchase.
  - iii. With the purchase of any new or used Nissan truck or vehicle, you earn 250 points which may be only be redeemed and applied towards a future new or used Nissan truck or vehicle purchase.
  - iv. Each of the Points earned is equal to one dollar in awards discounts. You cannot accrue Points on body shop services, wholesale parts purchases, warranty, insurance or extended service contract purchases.

### **C. Using Program Points**

1. A maximum of 500 Points may be used in any given transaction.
2. Points have no cash value.
3. Points are non-transferable and non-refundable.
4. Points can only be redeemed at Tustin Nissan. 25 Points must be accumulated prior to the initial redemption and all redemptions must be in increments of 25 Points.
5. Returned items purchased with Points will not be exchanged for cash. The Points applied to the purchase of the returned item will be credited back to the customer's account.

### **D. Modification and Termination of the Program**

1. Tustin Nissan may terminate this Program or modify any of the terms and conditions governing the Program at any time, without notice, even though these changes may affect the customer's ability to use the points (dollars) that have already been earned.
2. Participation in the Program constitutes the customer's acceptance of any changes made to these Terms and Conditions. The customer is responsible for remaining familiar with any changes that Tustin Nissan may make to these Terms and Conditions. The most current version will be available on the Tustin Nissan Website and will supersede all previous versions of the Terms and Conditions. A copy of the current

Terms and Conditions is also available at the Parts and Service Departments at Tustin Nissan.

### **E. General Terms and Conditions**

Accrued Points do not constitute property of a customer and have no value outside of the Program. Points are credits that Tustin Nissan may revoke at any time as set forth herein. Points may not be exchanged for cash, assigned, bartered, or transferred. Each customer is responsible for ensuring that the information in his/her account is accurate and kept current.

### **F. Limitation of Liability**

Neither Tustin Nissan nor Nissan North America, Inc. and their respective officers, directors, employees, representatives, attorneys, shareholders, agents, and successors, and assigns shall be liable to the for injury to any person or property whatsoever resulting from the use of, inability to use, or the termination the Program; or, for incidental, consequential, indirect, punitive, exemplary, special or other damages, costs or expenses of any kind (such as, but not limited to, loss of profits or revenues or damage to or loss of personal property or data), whether based on breach of contract, tort (including negligence) or otherwise, whether or not Tustin Nissan or any third party supplier has been advised of the possibility of such damages, costs or expenses. Without limiting the generality of the foregoing, neither Tustin Nissan nor any of its third party suppliers shall be responsible for any damages, costs or expenses delays or errors or other similar damages, costs or expenses resulting from the use of, inability to use, or termination of the Program. In the event that either Party breaches its obligations under this Agreement, the non-breaching Party shall have the right to exercise all rights and remedies available to it at LAW OR IN EQUITY; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE BREACHING PARTY, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED, AND IN NO EVENT SHALL SUCH ACTUAL DAMAGES EXCEED THE TOTAL AMOUNT THE PROGRAM POINTS ACCUMULATED BY THE CUSTOMER AT THE TIME THE CLAIM IS ASSERTED, LESS ANY CREDITS PREVIOUSLY APPLIED BY TUSTIN NISSAN.

### **G. Arbitration of Disputes**

Any controversy arising from participating in the Program or its breach shall be determined by one arbitrator appointed as set out below:

Within ten (10) days after a notice by either Party to the other requesting arbitration and stating the basis of the Party's claim, one arbitrator shall be chosen by written agreement of both Parties. The Arbitrator shall be selected from the list provided by Orange County of JAMS. The arbitration shall be conducted under Code of Civil Procedure §1280-1294.2. Hearings shall be held in Santa Ana, California. The Parties, however, agree to limit any discovery rights to the taking of depositions and the production of documents pursuant to the California Code of Civil Procedure. The prevailing party shall be entitled to recover its costs and attorneys' fees.

## **H. Severability**

The provisions of this Agreement will be deemed severable, and if any provision of this Agreement is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not be affected but will remain binding in accordance with their terms.