

## **BUD KOUTS CHEVROLET REWARDS PROGRAM TERMS AND CONDITIONS**

This document describes the terms and conditions on which Bud Kouts Chevrolet co. Inc. allows you access and use of the Bud Kouts Chevrolet Rewards Program.

### **Overview of the Program**

The Bud Kouts Chevrolet Rewards Program is a loyalty program sponsored by Bud Kouts Chevrolet through which owners can earn dollars toward future service, parts and accessory purchases by purchasing service labor and parts or accessories from Bud Kouts Chevrolet.

All dollars earned can be used only at Bud Kouts Chevrolet. The effective date of the program is October 1, 2009. The effective date for individual accounts is the date the account and the card are activated.

### **Participation in the program**

The Bud Kouts Chevrolet Rewards program is open to all customers and potential customers who are at least 18 years of age. Employees of Bud Kouts Chevrolet are not eligible to participate in the program. Employee families not already eligible for the family discount may participate in the rewards program.

Fleet customers and organizations of any type are eligible to participate.

Wholesale customers are not eligible to participate.

Participation in the program constitutes unconditional acceptance of these terms and conditions.

The personal information collected from you in connection with the program will be used in accordance with The Bud Kouts Chevrolet Privacy Policy.

Participation is at the sole discretion of Bud Kouts Chevrolet and may be terminated at any time without prior notice.

Bud Kouts Chevrolet reserves the right to disqualify any person(s) from participation in the program if in its judgment the participant violates these terms and conditions governing the program. Upon disqualification or program termination all accumulated program reward dollars are eliminated.

### **Earning Program Dollars**

When you are first enrolled in the program you will receive a Bud Kouts Chevrolet Rewards Program Card. The card must be used for each eligible transaction in order to earn reward dollars.

Reward dollars are earned in the following ways:

- A. A vehicle purchase earns \$250.00 toward a future vehicle purchase.  
GMS customers are excluded except on used vehicles.
- B. Each purchase of service labor, parts and accessories on a repair order (not including tax or discounts already given) earns 5% in reward dollars towards future purchases at Bud Kouts Chevrolet.
- C. Coupons or special offers may not be used in conjunction with purchases using the Bud Kouts Chevrolet Rewards Program Card. Reward dollars do not accrue for purchases made with coupons or special offers.
- D. Only Customer Pay cash purchases are eligible for earning reward dollars under the program. Warranty repairs or any expense paid for by an insurance company does not qualify for earning program dollars.
- E. Payments of deductibles for service, parts, or body shop transactions are not eligible for the program and no reward dollars will be earned.

Earned program dollars and account adjustments will be posted to the participant accounts within 30 days.

### **Using Program Dollars**

1. Program participants can use their reward dollars for any vehicle purchase, service (parts & labor) expense, parts and accessory purchase up to a maximum of \$300.00 in any one transaction.
2. Program dollars expire within 24 months
3. Participants are eligible for renewal after two (2) years from the original start date. At that time the participant must open a new account and all accumulated program reward dollars will be moved to that account.
4. Program dollars have no cash value.
5. Program dollars are non-transferable, except at renewal as noted above. Program dollars cannot be pooled with other accounts. Only points from one participant account may be used for any single transaction.
6. Program dollars can only be used at Bud Kouts Chevrolet, Lansing, Michigan
7. Returned items purchased with program dollars will not be exchanged for cash. The returned item's program value will be returned to the program account of the participant.
8. The \$250 dollars earned from the purchase of a new or used vehicle may not be used for purchases in the service, parts, or body shop departments.
9. Reward dollars may not be allowed with certain GM promotions including but not limited to: GM employee purchase, GM Dealership employee purchase, and GM Supplier purchase. Bud Kouts Chevrolet reserves the right to determine program reward dollar use and earnings eligibility.

### **Modification and termination of the program**

Bud Kouts Chevrolet may modify any of the terms and conditions governing the program-including, but not limited to, the methods through which dollars can be earned, how the program can be used, the value of the earned dollars, at any time without notice, even though these changes may affect the program participant's ability to use dollars that may have already been earned.

1. The program has no pre-determined termination date and may continue until such time that Bud Kouts Chevrolet may terminate the program. Termination of the program may happen at any time without any notice whatsoever.

2. Continued participation constitutes acceptance of any changes made to these terms and conditions. The most current version will be available on the program website and will supersede all previous versions of the terms and conditions.

#### **General Terms and Conditions**

Accrued program dollars do not constitute property of a participant and have no value outside of the program. Program dollars are credits that Bud Kouts Chevrolet may revoke at any time as set forth herein. Program reward dollars may not be exchanged for cash, assigned, bartered or transferred, except as set forth herein, and are not transferable upon death, as part of a domestic relations matter, or otherwise by operation of law.

Each program participant is responsible for ensuring that the information in his/her account is accurate and kept current.

1. Determination of income or other tax liability related to the participation in this program is the sole responsibility of the participant. Bud Kouts Chevrolet, its affiliates, employees, or contractors make no representation as to the current or future tax consequences to program participants regarding the crediting, transferring, use, redemption, or disposition of program earnings.
2. Program dollars may not be earned or used if the participant is in default or past due on any financial obligation to Bud Kouts Chevrolet or related entity.

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

1. Participation in the program constitutes acceptance by the participant of all responsibility for, and indemnification and hold harmless agreement for Bud Kouts Chevrolet, its affiliates, officers, employees, directors, agents, shareholders, successors, and assigns (the "released parties") from and against, any claims that may arise from actions taken by the participant or for any unauthorized access to the participant's account from a third party.
2. **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, EVEN IF ANY OR ALL OF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF A PARTICIPANT PROVES THAT BUD KOUTS CHEVROLET HAS IMPROPERLY DENIED THAT PARTICIPANT EARNED PROGRAM DOLLARS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF EARNED DOLLARS. BY PARTICIPATING IN THE PROGRAM A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM IS BASED.**

#### **G. Disputes**

1. Any dispute, controversy, or claim arising out of or relating to this program shall be resolved in binding arbitration. This arbitration shall proceed in accordance with Title 9 of the United States Code, as it may be amended or recodified from time to time ("Title 9"), and the current Commercial Arbitration Rules ("the Arbitration Rules") of the American Arbitration Association ("AAA"). Any award by the arbitrator shall be final and conclusive upon the parties, and a judgment may be entered in the highest court having jurisdiction.
2. These terms and conditions are governed and interpreted under the laws of the State of Michigan.
3. Headings are for reference purposes only and in no way define, limit, construe or describe the scope of extent of such section.
4. Bud Kouts Chevrolet's failure to act with respect to a breach by a program participant does not waive its right to act with respect to subsequent or similar breaches. These terms and conditions and any documents it incorporates set forth the entire understanding between the parties with respect to the subject matter hereof. Sections F and G shall survive any termination or expiration of this agreement. It is the express wish of the parties that this document and any related documents are drawn up in English.
5. If any of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these terms and conditions, which will otherwise remain in force.