

Terms and conditions of King Windward Nissan LLC, Nissan One to One Rewards Program.

Upon receipt of the membership card/key tags (the “Card”), member agrees to be bound by the program rules, terms and conditions. King Windward Nissan LLC, Nissan One to One 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 King Windward Nissan LLC. This is at no cost to you. We simply swipe your card at our cashier when you pick up your vehicle and we’ll take care of the rest. With every dollar you spend in our service department we will apply 5% of your total bill (taxes excluded) to your member card in the form of award points. We are a full-service maintenance and repair center. As an authorized Nissan Dealer, our customers are assured of the availability of Genuine Nissan Parts for all vehicle maintenance and repair needs.

Overview of Nissan One To One Rewards Program

The King Windward Nissan One to One Rewards program is a loyalty program sponsored by King Windward Nissan LLC that allows owners to earn incentive points toward future service, parts and accessory purchases. Acquisitions include new and used vehicle purchases, service labor and parts/accessories from King Windward Nissan up to a maximum of \$250.00 in any one transaction. All earned award points can be used only for retail purchases at King Windward Nissan LLC **ONLY**.

Program Rules

1. Incentive points have no cash value and cannot be redeemed for cash.
2. Any items purchased through the King Windward Nissan One to One Rewards program cannot be returned for cash. All returned items value will be applied to the member’s card. No exception.
3. Award points will expire within 24 months of inactivity.
4. Program point redemption is not combinable with any other discount offers. King Windward Nissan LLC reserves the right to determine redemption eligibility.
5. Your Rewards Card can be used for any vehicle in your household.
6. Award points can only be earned on cash purchases. Qualified purchases include retail parts, detail, services, maintenance and accessories. Each of the points earned is equal to one dollar in awards discounts. You cannot accrue points on new or used vehicle purchases, wholesale parts purchases, warranty, insurance or extended warranty purchases.
7. Members must present a valid membership card at time of purchase in order to accumulate points.
8. Membership and points may not be transferred from account to account. At no time can Members pool accumulated points to increase standings. Membership and points cannot be sold, bartered, brokered or transferred for any reason including death and domestic matters. Membership and points have no cash value.

Earning Program Points

When you first enroll in the program, the Owner will receive a King Windward Nissan LLC Rewards Card. The card is to be used for each eligible transaction. Incentive Points can be earned in the following manners:

Vehicle Purchase earns \$250 toward a future vehicle purchase;
Each service event (parts and labor) earns 5% of total dollars spent (less tax) towards a future service, parts or accessory sale;
Each parts and/or accessory purchase earns 5% of total dollars spent (less tax) towards a future service, parts or accessory sale.

Member's points standings can be checked at any King Windward Nissan Points scan terminal or online @ www.nissanonetoonerewards.com or follow the link on our website www.kingwindwardnissan.com.

Transaction credits will be posted within 30 days of the qualified transaction date.

Participation in the Program

The Nissan One to One Rewards program is available to all King Windward Nissan customers who are over the age of 18. Fleet or wholesale customers are not eligible to participate in the program.

Participation in the Nissan One to One Rewards program constitutes each member's full and unconditional agreement to these Terms and Conditions.

The personal information that is collected from each customer in connection with the Nissan One to One Rewards program will be used in accordance with the Nissan Privacy Policy.

General Terms and Conditions

King Windward Nissan LLC may modify any of the terms and conditions governing the Nissan One To One 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 Nissan One to One Rewards program has no pre-determined termination date and may continue until such time that King Windward Nissan LLC 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 King Windward Nissan LLC 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 Nissan One to One 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 King Windward Nissan LLC 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.