

MyNISSAN Rewards Program Member Terms and Conditions

PLEASE READ AND ACCEPT THE TERMS AND CONDITIONS

The MyNISSAN Rewards Program ("Program") is offered by Maritz LLC., a Missouri corporation ("Maritz"). MyNISSAN Rewards provides this website and Program to you subject to your acceptance of the following terms, conditions, notices and policies stated or referred to herein ("Terms of Use"). The MyNISSAN Rewards Program and website is sponsored by Nissan ("Sponsor"). As we modify the Program or this website and take advantage of developing technologies, these Terms of Use may change. Therefore, we encourage you to refer to these Terms of Use on an ongoing basis.

BY PARTICIPATING IN THE PROGRAM, ACCESSING OR USING THE WEBSITE, OR BY STATING THAT YOU ACCEPT OR AGREE TO THIS TERMS OF USE, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS TERMS OF USE. IF YOU DO NOT AGREE TO THIS TERMS OF USE, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS TERMS OF USE, MYNISSAN REWARDS IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PROGRAM OR WEBSITE AND YOU MUST NOT ACCESS OR USE THE WEBSITE OR PARTICIPATE IN THE PROGRAM.

1. Eligibility

1.1. All Nissan customers and prospects are eligible to participate in the Program administered by Maritz as long as your enrolled Dealership is participating in the Program. Dealership participation may vary. Nissan customers may create an account with any participating Dealership and may create accounts at multiple participating Dealerships.

1.1.1. Dealership participation is optional, and a dealership may terminate participation in the program at any time. In such case, your account at that dealership will be deactivated.

1.1.2. If your account is not active for a period of three years, it may be deactivated. A qualifying activity is equivalent to a point earning or redemption or opening an email from the Program.

1.1.3. If your account is deactivated for any reason other than stated above, you will be notified by the Program if you have a usable email address on file. In the event of deactivation for any reason, any Points will be forfeited and customer will have no further rights to those points or their value.

2. Redemption

2.1. Points can be redeemed at your enrolled Program Dealership for dollars off customer pay service. See your dealership for restrictions on eligible services.

2.2. Sales dollars can be redeemed toward the purchase or lease of a Nissan vehicle. Sales dollars not valid in all states. See your dealership for restrictions on eligible vehicles.

2.3. Point balances subject to available offers. Please see Special Offers at www.nissanusa.com/rewards for details. Special offer redemptions must follow the rules of each particular special offer.

MyNISSAN Rewards Program
Member Terms and Conditions

2.4. Reward points are nontransferable, have no independent monetary value and may not be otherwise redeemed for cash, merchandise, or any other benefit outside of those specified under the Program.

2.5. Unless otherwise prohibited by law, NNA Employees, Eligible Family Members, Dealership Employees and Eligible Suppliers may use discounts, points, or earnings towards service, parts and accessories purchases. Nothing in these rules shall be construed to limit any Dealership's lawful efforts to allow the use of discounts, points or earnings on vehicle purchases not purchased under the enumerated Programs.

3. Account

3.1. Your account with the Program ("Account") gives you access to the services and content that the Program may establish, maintain, change or alter from time to time and in our sole discretion. If you open an Account on behalf of a company, organization, or other entity, then: (a) "you" includes you and that entity; and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Terms of Use on the entity's behalf. You may never use another user's Account without permission. When creating your Account, you may be asked to submit certain information about yourself, including but not limited to your name, home address, mobile phone number, and/or email address ("Registration Information"). You agree that all Registration Information that you provide will be true and complete and you will maintain and promptly update your Registration Information to keep it accurate and current. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify The Program immediately of any breach of security or unauthorized use of your Account. The Program will not be liable for any losses caused by any unauthorized use of your Account or Registration Information.

3.2. You may control your profile and how you interact with the Program by changing the settings in your settings page. By providing the Program your Registration Information you consent to the Program, and our Sponsor or Clients, using this information to send you notices related to the Program and our Sponsor or Clients, including promotional offers from the Program or our Sponsor and Clients. If you do not want to receive such promotional messages, you may opt out by clicking on the unsubscribe link contained in our messages. Opting out may prevent you from receiving messages regarding promotions or offers.

4. Access to Password Protected/Secure Areas

4.1. Access to and use of password protected and/or secure areas of the website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the website may be subject to prosecution.

5. Laws and Regulations

5.1. Your access to and use of the website and participation in the Program are subject to all applicable federal, state and local laws and regulations. Award and gift offers are void where prohibited by law. The laws of the state of Missouri, without regard to principles of conflict of laws, will govern participation in the Program and use of the website, and any transactions or dispute of any sort that might arise between you and the Program.

6. Intellectual Property

MyNISSAN Rewards Program
Member Terms and Conditions

6.1. The website may contain proprietary notices and copyright information, the terms of which must be observed and followed. Any content on the website or related to the Program, including but not limited to graphics, logos, text, icons, images, audio or visual clips, digital downloads, data compilations and software is the property of the Program, Sponsor, our client(s), or their licensors or content suppliers, and is protected by United States and international copyright, trademark and other applicable laws. The compilation of content and all software on the website is the exclusive property of the Program, Sponsor, or our clients, and is protected by US and international copyright laws. You are prohibited from modifying, copying, uploading, distributing, transmitting, reverse engineering, displaying, publishing, selling, licensing, creative derivative works or using any content on the site or related to the Program for commercial, competitive or public purposes. Any material or information you transmit to the website or the Program by email or otherwise, including any data, questions, comments or suggestions, is and will be treated as non-confidential and non-proprietary. Anything you transmit or post may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting, and the Program is free to use any ideas, concepts, know-how, or techniques contained in any information you send for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

7. No Warranties

7.1. The website, the Program and all information on the website or related to the Program is provided to you "as is" and "as available" without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. Every effort has been made to ensure that information is accurate, but, Maritz and Sponsor are not responsible for any errors or omissions in such information. Information on the website may contain technical inaccuracies or typographical errors.

8. Links and Third Party Information and Promotions.

8.1. The Program may provide links to other sites as a convenience but is not responsible for the content of any linked site or any link contained in a linked site. The Program does not necessarily endorse, and is not responsible for, any third-party content, materials, products, or services that may be accessed through this website or otherwise in connection with the Program, including from our Sponsor. You expressly agree that use of the website and participation in the Program is at your sole risk. You expressly relieve The Program from any and all liability arising from your use of any third-party website, service, or content, including without limitation from our Sponsor. Additionally, your dealings with or participation in promotions from a third party, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such third party. You agree that The Program shall not be responsible for any loss or damage of any sort relating to your dealings with such third party, including with our Sponsor.

9. Limitation of Liability.

MyNISSAN Rewards Program
Member Terms and Conditions

9.1. Maritz and Sponsor specifically disclaim any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the website or participation in the Program, even if the Program has been advised of the possibility of such damages, including liability associated with any viruses which may infect your computer equipment.

10. Indemnification

10.1. You agree to indemnify, defend and hold harmless Maritz and the Sponsor and their officers, directors, employees, contractors, agents, licensors, vendors, subcontractors and content providers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and costs (collectively, "Losses"), arising from your use of the website, participation in the Program or any violation of the Terms of Use. If you cause an interruption of service to the website or the systems transmitting the website to you or others, you agree to be responsible for any and all losses arising from such interruption. Maritz and Sponsor reserves the right, at their own expense, to assume the sole and exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case you agree to cooperate with Maritz and Sponsor in the defense of such matter.

11. Service

11.1. We reserve the right to alter, terminate or suspend the program at any time without prior notice. We may, in our sole discretion, withdraw, cancel, withhold or alter the number, value, or structure of points awarded under the Program, the eligibility to participate in this program or the manner in which points are received or redeemed. You hereby agree that Maritz and Sponsor will not be liable for any costs or damages incurred as a result of such changes. We give no warranty or guarantee of the continued availability of the Program or of any points or incentives offered thereunder.

12. Termination

12.1. We retain the right to terminate your participation in the Program for any reason with or without prior written notice. In the event of such termination your account will be deactivated and any points remaining in your account will be forfeited.

13. Violations of Terms of Use

13.1. Maritz reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access from a particular Internet address to the website. Any attempt by you to interrupt, damage or interfere with the proper working of the website or to intercept any system, data or personally identifiable information from this website is prohibited. Maritz reserves the right to limit or terminate your access to or use of the website, the Program or your Account at any time without notice.

14. Entire Agreement and Admissibility

14.1. These Terms of Use constitute the entire agreement and understanding between you and Maritz with respect to its subject matter and supersedes all prior communications, oral or written, between the parties with respect to such subject matter. If any portion of these Terms of Use is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining portions will in no way be affected or impaired as a result.