

One to One Rewards

One To One Rewards Program Terms and Conditions

The following document details the terms and conditions of the Sterling McCall Nissan One to One Rewards Program:

Overview of Nissan One To One Rewards Program

The Sterling McCall Nissan One to One Rewards program is a loyalty program sponsored by Sterling McCallNissan that allows owners to earn incentive points toward future service and accessory purchases. Acquisitions include new and used vehicle purchases, and service labor/parts and accessories from Sterling McCallNissan up to a maximum of 500 points in any one transaction. Earned award points can only be redeemed for retail purchases at Sterling McCallNissan.

Program Rules

1. Membership and incentive points have no cash value and cannot be redeemed for cash.
2. Any items purchased through the Nissan One to One Rewards program cannot be returned for cash. All returned and/or credits for purchases value will be applied to the member's card.
3. Program point's redemption is not combinable with any other discount offers. Sterling McCallNissan reserves the right to determine redemption eligibility.
4. Your Rewards Card can be used for any vehicle in your household.
5. Award points can only be earned on customer paid purchases. Qualified purchases include service repair work, detail services, maintenance services and installed accessories. 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 and/or extended warranty repair work.
6. 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.
7. Points awarded from the purchase of new and/or used vehicle purchases are only redeemable on future new and/or used vehicle purchases.

General Terms and Conditions

Sterling McCallNissan 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 Sterling McCallNissan may terminate the program with no notice given. Accrued reward points do not constitute property of a member and have no value outside of the program. Member points are credits that Sterling McCallNissan 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 hold harmless Sterling McCallNissan 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.

Earning Program Points

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

Vehicle Purchase earns 100 points toward a future vehicle purchase and 10 points towards future Service or Parts purchases;

Each service event (parts and labor) earns 3% of total dollars spent up to 500 points (less tax and/or misc supply fees) towards a future service, parts or accessory sale;

Each installed accessory purchase earns 3% of total dollars spent (less tax and/or misc supply fees) towards a future service or accessory sale.

Member's point standings can be checked online @ <http://www.nissanonetoonerewards.com> .

Transaction credits will be posted within 15 days of the qualified transaction date.

Participation in the Program

The Nissan One To One Rewards program is available to all Sterling McCallNissan customers who are over the age of 18. Sterling McCallNissan employees are not eligible to participate in the Nissan One to One Rewards Program. 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.