

**Freeway Chevrolet Preferred Owner Program
Terms and Conditions
(February, 2010)**

****All Terms and Conditions should be reviewed by participating dealerships' legal counsel
for compliance with all federal, state and local laws and ordinances.***

The following document describes the terms and conditions on which Freeway Chevrolet offers you access to and use of the Freeway Chevrolet Rewards Program.

Overview of the Preferred Owner Program

1. The Freeway Chevrolet Preferred Owner Program is a loyalty program sponsored by Freeway Chevrolet through which owners can earn dollars toward future service, parts and accessory purchases by purchasing a vehicle (new and used), service labor and parts, accessories from the Freeway Chevrolet dealership.
2. All dollars earned can be used at the Freeway Chevrolet store ONLY.

A. Participation in the Program

1. All customers who have purchased a vehicle, had service (labor and/or parts) performed on their vehicles, bought accessories and/or parts from (dealership name). The Program is open to all Freeway Chevrolet customers who are over the age of 18.
2. Employees are eligible to participate in the Program.
3. Fleet customers or wholesale customers are not eligible to participate in the Program.
4. The Sales and Service managers offer the Program invitation to the customer – in person or via emailed/mailed invitation.
5. Participation in the Program constitutes each Preferred Owner's full and unconditional agreement to these Terms and Conditions.
6. The personal information that is collected from you in connection with the Program will be used in accordance with the GM Privacy Policy.

B. Earning Program Dollars

1. When you are first enrolled in the Program, the Rewards Owner will receive a Freeway Chevrolet Preferred Owner card. The card is to be used for each eligible transaction.
2. **Dollars are earned in the following ways:**
 - a. **Vehicle purchase earns \$500 toward a future vehicle purchase**
 - b. **Each service event (parts and labor) earns 5% of total dollars spent (less tax) towards a future service, parts or accessory sale**
 - c. **Each parts and/or accessory purchase earns 5% of total dollars spent (less tax) towards a future service, parts or accessory sale**
 - d. **Coupons and other special offers may not be used in conjunction with the Program. These dollars spent will not receive the 5% earned reward.**

C. Using Program Points (Dollars)

1. Reward Owners can use their reward dollars for any vehicle purchase, service (parts and labor) expense, parts and/or accessory purchase up to a **maximum of \$300.00** in any one transaction.
2. Dollars expire **within 24 months**.
3. Reward dollars have no cash value.
4. Reward dollars are non-transferable.
5. Reward dollars can only be used at Freeway Chevrolet.
6. Returned items purchased with Reward dollars will not be exchanged for cash. The returned item's program value will be returned to the preferred owner's account.

D. Modification and Termination of the Program

1. Freeway 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 Reward Owner's ability to use the dollars that have all ready been earned.
2. The Program has no pre-determined termination date and may continue until such time that Freeway Chevrolet may terminate the program at any time, with no notice given.
3. The Reward Owners continued participation in the Program constitutes the Reward Owners acceptance of any changes made to these Terms and Conditions. The Reward Owners are responsible for remaining knowledgeable as to any changes that (dealership name) may make to these Terms and Conditions. The most current version will be available on the Reward Owner's Website and will supersede all previous versions of the Terms and Conditions.

E. General Terms and Conditions

1. Accrued Preferred Owner Dollars do not constitute property of a Reward Owner and have no value outside of the program. Reward Owner dollars are credits that Freeway Chevrolet may revoke at any time as set forth herein. Reward Program points 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.
2. Each Reward member is responsible for ensuring that the information in his/her account is accurate and kept current.

F. Limitation of Liability

1. By participating in the Program, each Reward Owner accepts all responsibility for, and hereby indemnifies and holds harmless Freeway Chevrolet, and each of the their related companies, General Motors, Maritz , FMR and each such company's 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 Preferred Owner'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 REWARDS OWNER PROVES THAT FREEWAY CHEVROLET HAS IMPROPERLY DENIED THAT PREFERRED OWNER EARNED DOLLARS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT

AMOUNT OF EARNED DOLLARS. BY PARTICIPATING IN THE PROGRAM, A REWARDS OWNER 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, OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. “

G. Legal Disputes.

1. Reward Owners agree that any controversy or claim at law or equity that arises out of or relates to the Program (“Claims”) shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by the parties.
 - a. **Arbitration.** For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000. Reward Owners or (dealership name) may elect to resolve the dispute through binding arbitration conducted by telephone, online, and/or based solely upon written submissions where no-in person appearance is required. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
 - b. **Court.** Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located in Maricopa, Arizona, or where the defendant’s is located. Preferred Owners and Freeway Chevrolet agree to submit to the personal jurisdiction of the courts located within the county of Maricopa, California.
 - c. **Violations of Section G (“Legal Disputes”)** All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the party first to assert a Claim, either through a court filing or a commencement of arbitration. Should either party file an action contrary to this Section G, the other party may recover attorneys’ fees and costs up to \$1000.00, provided that the party seeking the award has notified the other party in writing of the improperly filed Claim, and the other party has failed to withdraw the Claim.
2. These Terms and Conditions are governed by and interpreted under the laws of the state of Arizona, U.S.; as such laws are applied to agreements entered into and to be performed entirely within (state) by (state) residents. Notwithstanding the foregoing sentence, the Federal Arbitration Act (“FAA”), and all of its rules and procedures, shall govern Section G hereof, to the extent that the FAA is inconsistent with Arizona law. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or the extent of such section. (Freeway Chevrolet) failure to act with respect to a breach by Freeway Chevrolet Preferred Owner Program 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 be drawn up in English.
3. If any provision 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.