

# MARKQUART REWARDS – TERMS AND CONDITIONS

By using this program and your MARKQUART REWARDS, you agree to the following Terms and Conditions of the Program. The use of the MARKQUART REWARDS program and card constitutes acceptance of each of the following Terms and Conditions (the "Agreement") by each MARKQUART REWARDS Member and cardholder on the Member's account (collectively the "Member"):

**I. MEMBERSHIP BENEFITS.** Your MARKQUART REWARDS Membership (the "Membership") and the MARKQUART REWARDS Program (the "Program") provide you with the following benefits:

**A. Earning Rewards.** As a Member of the Program, you may earn Rewards in the following ways:

1. You earn \$200 in Rewards when you purchase, at retail, any new or used vehicle from Markquart Motors, or Markquart Toyota.
2. You earn \$25 in Rewards when you have an oil and filter change, or a service containing a complete oil and filter change, at Markquart Lube N Wash, Markquart Motors, or Markquart Toyota (collectively referred to herein as "Markquart"). In order to receive the Reward, you must purchase the oil and filter from Markquart, or pay the regular price for the oil and filter change if you choose to bring in your own oil and/or filter. An oil and filter change that is done as part of an engine repair, engine replacement, or engine overhaul does not qualify for a Reward under the Program.

**B. Redeeming Rewards.** Subject to the limitations of Section I(C), as a Member of the Program you may redeem your earned Rewards in the following ways:

1. When you purchase a new tire, including installation on your vehicle, at Markquart, you may redeem up to \$20 of your available Reward dollars per tire purchased. You may redeem your available Reward dollars on up to six (6) tires during a visit, for a total maximum redemption of \$120.
2. When you purchase a new or used vehicle at retail, you may redeem up to \$100 of your available Reward dollars if a Vehicle Service Agreement is available for the vehicle purchased and you purchase the Vehicle Service Agreement on the date on which the paperwork for the vehicle purchased is completed and delivered. The redemption of your available Reward dollars under this Section I(B)(3) is compatible with a redemption of your available Reward dollars under Section I(B)(2) and/or Section I(B)(4) of this Agreement.
3. When you purchase a new or used vehicle at retail, you may redeem up to \$100 of your available Reward dollars if you elect to purchase a Complete Environmental Protection Package on the date on which the paperwork for the vehicle purchased is completed and delivered. The redemption of your available Reward dollars under this Section I(B)(4) is compatible with a redemption of your available Reward dollars under Section I(B)(2) and/or Section I(B)(3) of this Agreement.
4. When you bring your vehicle to Markquart Motors for a collision repair of \$2,000 or more (not including the cost of any vehicle accessories) before sales tax, you may redeem up to \$100 of your available Reward dollars and apply them toward the cash price of the repair to your vehicle or your insurance deductible. Vehicle accessories may not be included in the cost of the collision repair eligible under this Section I(B)(5).
5. When you bring your vehicle to Markquart for repairs and/or maintenance totaling \$500 or more after coupons and discounts (excluding the price of tires and tire installation, vehicle accessories, towing costs, and any portion of the repair paid for by a factory warranty or by your vehicle service agreement), and before sales tax, you may redeem and apply your available Reward dollars up to five percent (5%) of the total cash price of the repair and/or maintenance before sales tax. Vehicle accessories may not be included in the cost of the maintenance and/or repair eligible under this Section I(B)(6).
6. For every 5 Awards earned for an oil and filter change (Buy 5, Get \$25) after March 15, 2010, you may redeem up to \$25 in available Rewards on any service at Markquart Motors, Markquart Toyota, or Markquart Lube N Wash. Not compatible with a redemption on tires under section I(B)(1) or 5% off service under section I(B)(6).
7. When you purchase a Premium or Elite Detail you may redeem up to \$25 of your available Rewards.
8. When you purchase a Paintless Dent Repair, you may redeem up to \$25 of your available Rewards.

**C. Limitations on the Redemption of Rewards.** The redemption of your available Reward dollars are subject to the following limitations:

1. Rewards cannot be earned or redeemed on any transaction that includes a Markquart Employee discount.

2. Rewards cannot be earned or redeemed on any transaction that includes a fleet discount.

## II. GENERAL TERMS AND CONDITIONS.

- A. You must provide Markquart with a valid email address to receive all benefits associated with the Program.
- B. No purchase is necessary to become a Member. Enrollment in the Program begins upon activation, on the day of enrollment.
- C. Membership in the Program is open only to legal residents of the United States at least 18 years of age. By joining the Program, you represent that you are a legal U.S. resident and are 18 years of age or older.
- D. By becoming a Member of the Program, you agree to receive advertising, marketing materials, and other communications from Markquart, and their affiliates. You may receive special email offers, including coupons, special offers, and/or additional reward and redemption opportunities that are made available only to Members.
- E. Rewards will post to your Membership approximately seven (7) days from a qualifying purchase. Rewards that you earn will not be available for redemption until seven (7) days after the transaction in which the Rewards were earned.
- F. If there are errors or omissions in the earning or redemption of Rewards, your Membership will be adjusted by Markquart to reflect the correct amount. You hereby consent to any such adjustments made by Markquart.
- G. Your Membership, Membership Card, and Reward dollars are non-transferable and subject to present and future program Terms and Conditions.
- H. Rewards may only be redeemed by a Member on a Member's vehicle. Member benefits cannot be combined with any benefits accrued by another Member. Markquart reserves the right to require proper identification as part of any transaction involving the Program, including any transaction involving the earning or redemption of Rewards.
- I. Member benefits will not be applied retroactively toward any prior purchases.
- J. Markquart is not responsible for any lost or stolen Membership Cards.
- K. Markquart is not responsible for communications, including Membership Cards or promotional materials, lost due to a change in your address or other changes in your contact information.
- L. Membership Cards, Memberships, and Reward dollars have no cash value.
- M. Member agrees the MARKQUART REWARDS Program and any Member benefits related thereto do not create any property rights in favor of Member.
- N. You shall be responsible for maintaining accurate and updated personal information with Markquart as part of the Program. You may update your personal information by contacting your Markquart salesperson or service representative. Markquart is not responsible for Rewards not received as a result of your failure to update your personal information with Markquart.

## III. ACCRUAL OF REWARDS.

- A. The accrual of Rewards will be calculated based upon your Qualifying Purchases. "Qualifying Purchases" are those purchases set forth in Section I(A) made at Participating Locations.
- B. Markquart employee discounts, fleet discount programs, and any other discount programs (collectively "Discount Program") may not be combined with the Program. Any purchases made under a Discount Program shall not qualify for the accrual of Rewards under the Program.

**IV. PARTICIPATING LOCATIONS.** Your MARKQUART REWARDS Membership is valid only at participating MARKQUART REWARDS locations. Participating MARKQUART REWARDS locations include Markquart Motors, Markquart Toyota, and Markquart Lube-N-Wash.

**V. MEMBER PRIVACY.** By becoming a Member of the Program you agree to receive advertising, marketing materials, and other communications from Markquart, and their affiliates. The information you provide as a Member of the Program will be handled in accordance with the Markquart Privacy Policy, which may be found at [www.markquart.com/rewards](http://www.markquart.com/rewards).

## VI. MODIFICATION AND TERMINATION.

- A. Program Sponsors. The sponsors of the Program are Markquart Motors, Markquart Toyota, and Markquart Lube N Wash (collectively referred to herein as "Markquart").
- B. Modifications to the Terms and Conditions. Changes to the Terms and Conditions of the Program will be posted at [www.markquart.com/rewards](http://www.markquart.com/rewards) approximately ten (10) days prior to the effective date the changes. Your continued use of your Membership Card and your Membership after any such changes constitutes acceptance of any amendment or change to the Program. The most current Terms and Conditions of the Program can be found at [www.markquart.com/rewards](http://www.markquart.com/rewards).
- C. Termination or Modification of the Program. Markquart may, at any time, modify or terminate the Program and the Program Terms and Conditions without any further obligation or notice to

you. Markquart may terminate the program at any time through written notice sent to you via the email address you have supplied. Members that have not supplied Markquart with an email address will be notified the next time your card is presented at a Participating Location. Upon termination of the Program, you shall forfeit all unredeemed Rewards earned as of the termination date.

D. Cancellation of Membership. You may cancel your Membership in the Program at any time by notifying Markquart by mail, email or telephone; however, this cancellation may result in the forfeiture of all accrued Rewards. Upon Markquart's receipt of your cancellation, your Membership will be cancelled within seven (7) days.

E. Termination of Membership. Markquart reserves the right to terminate your Membership at any time and for any reason at Markquart's sole discretion.

**VII. COMMUNICATIONS.** Information about your Membership is available by contacting Markquart by the contact information listed on the back of your Membership Card or online at [www.markquart.com/rewards](http://www.markquart.com/rewards).

**VIII. GOVERNING LAWS AND ARBITRATION.** The Program and this Agreement shall be governed by and construed under the substantive laws of the State of Wisconsin, without reference to conflict-of-laws considerations. By using this Program and your Membership Card, you agree that any dispute, claim, or controversy between Markquart and you arising from or relat-

ing to this Agreement or your Membership shall be resolved by binding arbitration rather than litigation. By using this program and your Membership Card, you agree that you understand that a judgment on any arbitral award under the provisions of this Section VIII may be entered in any court having jurisdiction. No arbitration under this Agreement shall be consolidated with any other arbitration.

**IX. NO WARRANTY.** MARKQUART, INC., MARKQUART ON CLAIREMONT, INC., MARKQUART MOTORS, INC., AND MARKQUART AUTOMOTIVE, INC., AND THEIR PARENT AND AFFILIATE ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MEMBERSHIP OR ANY PRODUCTS OR SERVICES RELATED THERETO.

**X. RELEASE OF LIABILITY.** MEMBER HEREBY RELEASES MARKQUART, INC., MARKQUART ON CLAIREMONT, INC., MARKQUART MOTORS, INC., AND MARKQUART AUTOMOTIVE, INC., AND ITS PARENT AND AFFILIATE ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY RELATING TO MEMBER'S MARKQUART REWARDS MEMBERSHIP OR THIS AGREEMENT.