2021 Michelin Dealer SPIFF CrossClimate®2 Fall Promotion United States

TERMS & CONDITIONS

Offer valid for citizens and legal residents of the fifty (50) United States, the District of Columbia, and the U.S. Territories (Puerto Rico, Guam, and U.S. Virgin Islands), with a current Authorized Dealer Agreement signed with Michelin North America, Inc. for MICHELIN® brand products who, at time of participant registration, entry and at the time of any fulfillment, (a) are eighteen (18) years of age or older or are the age of majority in entrant's state and (b) Direct and Indirect Retail Dealer Sales Representatives (including GM, Ford and FCA Car Dealer associates) are eligible. In order to qualify for the spiff, participating car dealers must purchase tires on program from partner wholesale partner. Dealer Owners may choose to Opt-Out of the offer. To opt out, the Dealer Owner must submit a request to its Michelin Sales Manager. Sales must be completed between August 1, 2021 at 12:01 a.m. ET and December 31, 2021 at 11:59 p.m. ET.

PROMOTION PERIOD

Promotion starts at 12:01 am Eastern Time (ET) on August 1, 2021 and ends at 11:59 pm ET on December 31, 2021 ("Promotion Period"). Submission deadline for promotion is January 31, 2022 at 11:59 pm ET. All time referenced herein is Eastern Time. Michelin's (or its representative's) clock is the official time keeping device for the Promotion.

IMPORTANT NOTICE: Participants have the responsibility to review and understand their employer's policies regarding eligibility to participate in promotions. If an individual is participating in violation of their employer's policies, that individual and its employer may be disqualified from this promotion, or from receiving prizes. Michelin disclaims any and all liability or responsibility for disputes related to this matter.

Please read the Privacy Policy (<u>http://www.michelinman.com/US/en/privacy-policy.html</u> carefully to understand how Michelin collects, uses and discloses information about customers and how to update or change your personal information and how we communicate with you.

Reward Options

Complete 3 micro-learning courses or the CrossClimate[®]2 Full Module by August 31, 2021 to be eligible for SPIFF. Participants that completed the training in 2020 are eligible. Upon meeting the requirement of

CrossClimate[®]2 training, participants qualify for \$8 per tire sold of the MICHELIN[®] CrossClimate[®]2 tires from August 1, 2021 at 12:01 a.m. ET to December 31, 2021 at 11:59 p.m. ET. All micro-learning courses or the CrossClimate[®]2 Full Module must be completed by August 31, 2021 at 11:59 p.m. ET. If you do not complete the training by August 31, 2021, you will qualify to earn \$4 SPIFF per CrossClimate[®]2 tire sold.

The total number of units eligible for SPIFF claims from all participants from an eligible dealer "Bill To" account cannot exceed the total number of eligible tires sold by that account between August 1, 2021 at 12:01 a.m. ET and December 31, 2021 at 11:59 p.m. ET. All claims must be entered online (https://dealer-rewards.tirerewardcenter.com) on or before January 31, 2022 at 11:59 p.m. ET. Each eligible participant is responsible for entering their own claims for his/her personal sales and may not submit claims for sales made by any other person. Tampering with, altering or falsifying purchase information constitutes fraud. Michelin reserves the right to confirm the identity of purchaser and verify purchase details and any irregularities may result in disqualification from this and future SPIFF programs. All decisions made by Michelin (or its authorized representatives) relating to the validity of any claims are final and binding.

All participants will be responsible for taxes on any money earned. All claims will be validated and require copies of dealership sales receipts (invoices) reflecting the receipt number, date of sale, customer's name and address, Michelin tire name and/or MSPN of tires sold, and quantity of tires sold. Sales to Lease Management, National Account, Rent-A-Car, Government Fleet Sales, Military Exchange, Public Utility, and OE Dealer Support Programs are not eligible for this program. Manufacturer or dealer warranty documents, bank card receipts, work orders, estimates, delivery orders, or a cash register or other receipt/report that does not reflect the required customer and product information will not be accepted for validation of claims.

This Program is subject to all federal, state, provincial, and local laws and regulations in the United States and Canada. Michelin reserves the right to modify or discontinue this program, products and/or services at any time for any reason. No cash refunds. Please retain copies of the materials you submit. All claims become the property of Michelin and will not be returned. Michelin is not responsible for any lost, late, stolen, damaged, misdirected, incomplete, incorrect or illegible submissions. No postage-due requests. For questions regarding this promotion, please call 1-833-219-6055, Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern Time. Please reference the 2021 Michelin Dealer SPIFF program when calling. Offer may not be assigned, traded, sold or combined with any other Michelin offer. THIS OFFER IS NOT VALID WHERE PROHIBITED OR RESTRICTED BY LAW Beginning April 15th, 2021 eligible requests with correct paperwork will be mailed re-loadable reward cards. Please allow 5-7 days for delivery. Payments will be re-loaded every two weeks through the end of the promotion. A minimum fund load of \$24 is required. Your funds will be automatically loaded onto the card, so be sure to retain your card for future use as needed. For complete terms, conditions and fees see the Cardholder Agreement in your card package. The Focus Card is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. © 2021 U.S. Bank Member FDIC. Copyright© 2021 MNA, Inc. All rights reserved.

MISCELLANEOUS

There are no membership fees associated with the Program. Your Rewards and your profile account under the Program are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) Program account that is personal to you and your sales activities.

Without notice to you, Michelin[®] reserves the right to terminate your account and/or your participation in the Program if Michelin[®] determines in its sole discretion that you have violated these Terms of Use, you have more than one (1) account, that you are submitting sales entries which are not your own, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Michelin[®] may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative.

Without notice to you, Michelin[®] also reserves the right to "unregister" and make ineligible for the Program any account that has been inactive for two (2) consecutive years. Michelin[®] reserves the right to terminate, discontinue or cancel the Program at any time and in its sole discretion without notice to you.

Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE MICHELIN DEALER SPIFF PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE MICHELIN®DEALER SPIFF PROGRAM.

These Terms of Use apply to your access to, and participation in, the Michelin Dealer SPIFF Program ("Program") which is operated by Michelin North America, Inc., or its respective subsidiaries, licensees and affiliated companies (collectively, "Michelin") in Canada and the United States (including

Washington D.C. and the U.S. Territories (Puerto Rico, Guam, and the U.S. Virgin Islands). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Michelin for other products and services. Michelin reserves the right to change, modify and/or eliminate the Program and/or all or any portion of these Terms of Use or any policy, FAQ, or guideline pertaining to the Program at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to www.dealer-rewards.tirerewardcenter.com, and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in the Program confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to the Program. If you do not agree to the Terms of Use, you must stop participating in the Program.