

## End User Terms and Agreement for Joining Hillmuth Auto Care Loyalty Program

### MEMBERSHIP

- Free Membership. No purchase is necessary to obtain membership in the Hillmuth Auto Care Loyalty Program (hereinafter, the “Program”).
- Eligibility. You must be age eighteen (18) years or older and a resident of the United States to be eligible for membership in the Program. Membership in the Program is limited to individuals only, subject to the limitations set forth in Paragraph III below. By signing up for the Program, you agree that you are over the age of eighteen (18) and you agree to be bound by these terms and conditions.
- Enrollment. To enroll in the Program, you must provide your first name, last name, Email Address, and cell phone number. The Program is void where prohibited by law. Members are entitled to only one Member Account per individual.
- Your Points, Rewards, and your account under the Program may not be sold, transferred or assigned to others. Notwithstanding the foregoing, your account under the Program may be used by multiple individuals provided those individuals reside in the same household. You may apply to become a member of the Program by visiting the appropriate app store to download the app to your smart phone, or visiting the Hillmuth Auto Care website ([www.Hillmuth.com](http://www.Hillmuth.com)) (hereinafter, the “Website”). Hillmuth Auto Care locations are given the option to offer the Program and may choose to not offer the Program at anytime. The Program is valid at participating Hillmuth Auto Care locations only. Members must keep their personal information on their Program membership account (the "Account") up-to-date by updating the info in the Profile Section of the App.
- Member Cancellation. You may cancel your Program membership at any time by sending an email to [info@hillmuth.com](mailto:info@hillmuth.com) and supplying your account information. Upon cancellation, any unused points accrued in your account will be forfeited and cannot be redeemed and you will no longer be eligible for any Program benefits.

## **EARNING POINTS**

- **Earning Rate.** Members can earn points on the purchase of qualifying automotive aftermarket services at participating Hillmuth Auto Care locations only. Members earn one (1) point for every one dollar (\$1) spent on qualified automotive aftermarket services. From time to time, there may be certain promotions such that more than one (1) point may be earned per every one dollar (\$1) spent.
- **Addition of Points to Accounts.** Points earned for qualifying purchases will be credited real time upon the completion of your purchase. The timing for issuing points is subject to change.
- **Exclusions.** Calculation of Program points excludes payment by the Member for any taxes, including without limitation, federal, state, and local taxes or use taxes. Program points will not be earned on any discounts or other credits offered in connection with a product. For example, if a product that is normally \$100 is on sale for \$75, a Member will only earn points on the purchase price of \$75. Purchases of gift cards, redemption of merchandise vouchers, and any type of price adjustments, including merchandise returns, are not eligible for points.
- **All purchases made:** (i) by a Member prior to such Member joining the Program or (ii) on the Website without a Member being logged onto the Member's Account, are not eligible for Program credit.
- **Insufficient Funds.** Points earned for a purchase that is then the subject of a refund, returned check due to non-sufficient funds, or other credit will be deducted from the Member's account in an amount equal to the points earned for the original transaction, including bonus points. If a return will cause your Account to have a negative point balance, a zero account balance will be placed into your Account.
- **Expiration.** The points that are earned are valid as long as customer's purchasing inactivity, at any participating Hillmuth Auto Care, doesn't surpass a year.
- **Bonuses.** From time to time, you may earn bonus points ("Bonuses") associated with the purchase of certain products and/or services. Bonuses can only be earned on the purchase of full price products and/or services where no discount is applied.

## **REDEEMING POINTS**

- Points cannot be used towards the purchase of gift cards and cannot be redeemed or exchanged for cash.
- Members may redeem their points on purchases made at participating Hillmuth Auto Care locations.
- Points may be redeemed on the purchase price of qualifying automotive aftermarket services only and cannot be used towards the payment of sales tax.
- Points redeemed for brake pads and shoes excludes labor and may only be used to offset the cost of parts.
- Points redeemed for 'Air Filter' excludes cabin air filters.
- Points redeemed for Tire Rotation, Tire Balancing and Tire Alignment are valid on most cars and light trucks.
- Points redeemed for wiper blades include standard wiper blades and installation of the blades on most cars and trucks.
- Points redeemed for Preferred or Supreme oil changes includes synthetic blend oil. Special oils and filters are available at an additional cost. Ask your service advisor about standard pricing.
- Exclusions. Points accumulated on different Accounts of different Members may not be shared, transferred, combined or by joining the Program, you agree to be bound by the terms and conditions set forth in these Program rules. Hillmuth Auto Care reserves the right to cancel, modify, or restrict any aspect of the Program, including, without limitation, the point conversion ratio and the point expiration policy, at any time. Any changes can be made without advance notice and any such changes would be stated in an updated version of these Terms. Hillmuth Auto Care may make changes to these Terms even though such changes may affect the Member's ability to use points already accumulated. You are responsible for remaining knowledgeable about these Terms, so review these Terms regularly. A Member's points balance, as reflected in Hillmuth Auto Care's records, shall be deemed conclusive and correct. Hillmuth Auto Care reserves the right to determine the amount of points in any Member's account based on Hillmuth Auto Care's internal records related to such Member's Account. In the event of an inconsistency between the amount accrued in a Member's Account and Hillmuth Auto Care's internal records, Hillmuth Auto Care internal records will control. Hillmuth Auto Care assumes no responsibility for errors caused by incorrect Member information. Your right to transfer points earned or granted under the Program is strictly limited. The sale of points is prohibited and may result in the confiscation or cancellation of your points as well as suspension or termination of your membership, which in each case shall be final and conclusive. Hillmuth Auto Care may revoke any Member's membership in the

Program at any time if such Member engages in abuse of the Program or fails to follow these Terms. Fraud or abuse relating to the accrual of points or redemption of rewards may result in revocation of membership in the Program and may affect a Member's eligibility for participation in any other Hillmuth Auto Care program. aggregated to make purchases of products or for any other reason. Points earned in a transaction cannot be redeemed in the same transaction.

## **GENERAL**

By joining the Program, you agree to be bound by the terms and conditions set forth in these Program rules. Hillmuth Auto Care reserves the right to cancel, modify, or restrict any aspect of the Program, including, without limitation, the point conversion ratio and the point expiration policy, at any time. Any changes can be made without advance notice and any such changes would be stated in an updated version of these Terms. Hillmuth Auto Care may make changes to these Terms even though such changes may affect the Member's ability to use points already accumulated. You are responsible for remaining knowledgeable about these Terms, so review these Terms regularly. A Member's points balance, as reflected in Hillmuth Auto Care's records, shall be deemed conclusive and correct. Hillmuth Auto Care reserves the right to determine the amount of points in any Member's account based on Hillmuth Auto Care's internal records related to such Member's Account. In the event of an inconsistency between the amount accrued in a Member's Account and Hillmuth Auto Care's internal records, Hillmuth Auto Care internal records will control. Hillmuth Auto Care assumes no responsibility for errors caused by incorrect Member information. Your right to transfer points earned or granted under the Program is strictly limited. The sale of points is prohibited and may result in the confiscation or cancellation of your points as well as suspension or termination of your membership, which in each case shall be final and conclusive. Hillmuth Auto Care may revoke any Member's membership in the Program at any time if such Member engages in abuse of the Program or fails to follow these Terms. Fraud or abuse relating to the accrual of points or redemption of rewards may result in revocation of membership in the Program and may affect a Member's eligibility for participation in any other Hillmuth Auto Care program.