

# WELCOME to the Next Level Program!

To enroll in the program, please complete the following steps below:

- ✓ Complete the Enrollment Agreement form with an authorized Nexen Tire Distributor/Wholesaler.
- ✓ Retrieve your Next Level PIN and Password via email.
- ✓ Log-on to the Next Level website ([NexenTireNextLevel.com](http://NexenTireNextLevel.com)) to upload a signed and dated W9 form, and agree to the Terms and Conditions of the program. The W9 that is provided will be validated with the IRS. Please ensure the accuracy of the document to expedite the process.
- ✓ Once the W9 is validated and you have agreed to the Terms and Conditions, your account is officially verified.

Now take your business to the **NEXT LEVEL!**

## NEXT LEVEL PROGRAM ENROLLMENT FORM

### Dealer Information

Dealer Name: \_\_\_\_\_

Dealer Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Annual Volume Bonus

Check one box of expected units to be purchased annually:

<input type="checkbox"/> 400-799 Units	<input type="checkbox"/> 800-1,399	<input type="checkbox"/> 1,400-1,999	<input type="checkbox"/> 2,000-2,999	<input type="checkbox"/> 3,000+
\$1	\$2	\$3	\$4	\$5

### Primary Distributor Information

Nexen Account Number: \_\_\_\_\_

Distributor Name: \_\_\_\_\_

Distributor Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Distributor Salesperson: \_\_\_\_\_

Email Address: \_\_\_\_\_

As a participating Nexen Tire America Next Level Dealer, I understand that my involvement with the Nexen Tire America Next Level Incentive Program (hereinafter referred to as "Incentive Program") is conditional in nature and subject to the complete Terms and Conditions of the Incentive Program set forth at NexenTireNextLevel.com. I understand that those Terms and Conditions permit Nexen, at its sole discretion, to cancel, add, delete, terminate, discontinue or otherwise modify the Incentive Program, and my involvement in the Incentive Program, or any element of the Incentive Program including, without limitation, any of the terms, conditions, rules, awards, award levels, or any other element of the Incentive Program at any time, without prior notice.

Dealer Authorized Signature

Distributor Salesperson Signature

Nexen RSM/RSD Signature

Print Name

Print Name

Print Name

Date

Date

Date

**Nexen Tire America, Inc.**

www.NexenTireNextLevel.com

## **NEXT LEVEL ENROLLMENT AGREEMENT FORM**

As a participating Nexen Tire America Next Level Dealer, I understand that my involvement with the Nexen Tire America Next Level Incentive Program (hereinafter referred to as “Incentive Program”) is conditional in nature and subject to the complete terms and conditions of the Incentive Program set forth at NexenTireNextLevel.com.

I understand that those Terms and Conditions permit Nexen Tire America, at its sole discretion, to cancel, add, delete, terminate, discontinue or otherwise modify the Incentive Program; and my involvement in the Incentive Program, or any element of the Incentive Program including, without limitation, any of the terms, conditions, rules, awards, award levels, or any other element of the Incentive Program at any time, without prior notice.

Dealer Company Name: \_\_\_\_\_

Dealer Authorized Signature: \_\_\_\_\_

Individual Signatory Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

As an authorized Nexen Tire America Distributor, I also recognize and agree to the terms outlined above with regard to the Incentive Program. Furthermore, I stipulate that the individual receiving any benefit from the Incentive Program is, to the best of my reasonable knowledge, authorized to receive the same.

Distributor PIN #: \_\_\_\_\_

Distributor Authorized Signature: \_\_\_\_\_

Individual Signatory Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## NEXT LEVEL PROGRAM ENROLLMENT FORM

### Additional Location Information

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

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Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

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POC: \_\_\_\_\_  
Email: \_\_\_\_\_

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Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

**Dealer Name:** \_\_\_\_\_  
Store #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
POC: \_\_\_\_\_  
Email: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ]	
<b>or</b>	
<b>Employer identification number</b>	
[ ][ ] - [ ][ ][ ][ ][ ][ ][ ]	

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## Direct Deposit Agreement Form

Next Level Pin #: \_\_\_\_\_

### Authorization Agreement

I hereby authorize Nexen Tire America, Inc./Phalanx Data to initiate automatic deposits to my account at the financial institution named below.

Further, I agree not to hold Nexen Tire America, Inc./Phalanx Data responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Nexen Tire America, Inc. receives a written notice of cancellation from me or my financial institution.

### Account Information

Name of Next Level Dealer: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_  Checking  Savings

### Signature

Authorized Signature (Primary): \_\_\_\_\_

Authorized Signature (Joint): \_\_\_\_\_

**Please attach a voided check and return this form to Nexen Tire America, Inc.  
(Attention: Next Level Associate Dealer Program Administrator)**

Nexen Tire America, Inc.  
4014 Wheatley Road  
Richfield, OH 44286

## Eligibility

These terms and conditions govern participation in The Nexen Next Level Incentive Program (the “Incentive Program”) which is offered in the United States to eligible, authorized brick-and-mortar U.S. Nexen Tire retailers/dealers of authorized Next Level distributors for Nexen Tire America, Inc. (“Nexen”). Automobile dealers, automobile rental companies, and non-stocking online tire retailers (whose primary sales are achieved online not via brick-and-mortar presence) and their respective owner/principals and employees are not eligible to participate in the Incentive Program. By participating, eligible participants agree to be bound to these terms and conditions, any additional instructions, directions and information communicated by Nexen in the Brochure on the site and in additional program materials (collectively “Terms”), and by the decisions of Nexen, all of which are final and binding in all respects.

An eligible “participant” is the owner/principal individual of an authorized U.S. retailer/dealer of Nexen tires who: is approved by Nexen and has established the minimum sales criteria set forth in the Brochure; is enrolled in the Program and has not declined to participate by opting-out; has been allocated a user ID and password by Nexen; is directly responsible for the sale of qualified product(s) as a result of sales efforts; has an approved Agreement with an authorized Nexen Next Level distributor; and meets the additional eligibility and other requirements as set forth herein.

Each dealer may only have one owner/principal who is the eligible “participant” as defined herein. Should a participant have ownership of more than one dealer location, or be in a partnership with other dealers, only one participant can qualify hereunder or receive rewards for those locations.

A dealer must work with an authorized Nexen distributor and may not change either of the two distributors authorized for his or her participation in this program, once initially selected, unless there is a “qualifying event” (as determined by Nexen). A “qualifying event” may include, without limitation: (a) a distributor goes out of business, (b) a contested legal dispute with the dealer in which the distributor was found to be liable, (c) if the distributor is consistently out of stock as determined by Nexen Tire, or (d) any other hardship condition that is approved in advance by Nexen Tire. All such changes must be approved by Nexen Tire in advance of any change in distributor in order to qualify under the Program.

It is the participant’s sole responsibility to review and understand their employer’s policies regarding eligibility to participate in trade promotions; Nexen disclaims any and all liability or responsibility for disputes relating thereto.

## Enrollment

To participate in the Nexen Next Level Incentive Program, qualifying participants must be registered to enroll at [www.NexenTireNextLevel.com](http://www.NexenTireNextLevel.com). The enrollment process will be initialized by the distributor assigned to the participant. Enrollment is only official when an approved Next Level distributor has submitted the proper enrollment paperwork to Next Level administrator, and a user ID and password has been emailed to the participant. Prior to enrollment, participants must review, accept, and agree to be bound to the Terms and Conditions of Nexen. To verify eligibility and to process any award, the following information will be collected from the Participant: Federal Tax ID

number, dealer principal first name, last name, dealer/retailer (business) name, business address, daytime phone number and email address. Most information is mandatory, and this range of questions may change at any time. Information will not be returned and will become the property of Nexen.

## **Program Dates/Termination**

The Incentive Program dates, deadlines, times, and periods of eligibility are referenced in the site, unless earlier cancelled, extended or modified by Nexen ("Program Period").

Without limitation, Nexen reserves the absolute right for any reason at any time to cancel, add, extend, delete, terminate, discontinue or modify the Incentive Program, or any element of the Incentive Program whatsoever at any time without prior notice. If the Program is terminated for any reason, any earned (and validated) awards (prior to date of termination) will be awarded as provided by the Program; any later accrued awards are not deemed earned and will be void. If a participant's Agreement with Nexen (or associated) is terminated for cause, or if a participant is terminated or disqualified (pursuant to these Terms), all of participant's accumulated and un-awarded awards are immediately void and will be forfeited.

## **Awards**

Only eligible "Participants," as defined herein, are eligible to receive any payouts, awards, bonuses or incentives ("awards"), which are specific to this Program, have no cash or other value and unless otherwise expressly stated herein are not assignable or transferrable. Awards are not earned unless and until validated by Nexen. Accrued but unearned awards will be void and will not be awarded if participant is disqualified, terminated or otherwise is or becomes ineligible in Nexen's sole determination. Awards are void at the conclusion of the Program, or upon termination as provided herein. Awards or award notifications that are unclaimed, returned, undeliverable, or otherwise, will be forfeited and will not be awarded or re-awarded. Specifics with respect to the awards and how they are earned are set forth in the program materials (Brochure and/or site). Any sales previously accrued and/or submitted to Nexen prior to the Program dates do not qualify for the Program and are not eligible for award. Qualified sales of participating products (as determined by Nexen) must meet the awards thresholds, as determined by Nexen, and will be eligible for the award applicable to the threshold one time only. Qualified rewards will only be paid on approved products that were purchased by and approved Next Level distributor directly from Nexen Tire America sales officers.

Any awards under the Incentive Program will be paid by check or direct deposit to and in the name of the company. Participant's Federal Employer Identification Number ("FEIN") will be required for tax purposes, and a 1099 will be provided (in the event award earnings equal or exceed \$600). Participants are solely responsible for all federal, state and local taxes, reporting and compliance with all laws in connection with any award, or benefit received hereunder.



## General

In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, brochure, program materials, announcements and/or any other information or communications in any and all media/medium, by any individual, entity or third party relating to this Program or any element thereof, these Terms shall govern. All participation, decisions, questions, interpretations, resolution or discrepancies or ambiguities, and determinations concerning or relating in any way to the Program, participation therein, and/or the Terms shall be made solely by Nexen, and such resolution will be final and binding on all affected persons or parties without any recourse to any court or other dispute resolution format of any kind.

The terms and conditions of any authorized representative Agreement that the Retailer has in place with Nexen will remain in full force and effect and are not modified by the Incentive Program, except insofar as to be in compliance with these Terms for purposes of this Incentive Program. The terms and conditions set forth in the "Next Level Dealer Program" "2020 Associate Dealer Program" ("Brochure") and the descriptions of the Program that are on the site are incorporated as if set forth fully herein.

Nexen reserves the absolute right to disqualify any participant if Nexen suspects or determines that participant's participation in the Program, receipt of an award, or the Program or any element thereof violates U.S. Federal or State law, or which association with such participant could bring Nexen into public embarrassment, disrepute, contempt, scandal, or ridicule, or which association insults or offends the community or any substantial organized group thereof, or which might tend to injure the success of the Program, Nexen or any Nexen product. Without limiting the foregoing, Nexen reserves the right to disqualify at any time any participant suspected of being ineligible, non-compliant, to be cheating, engaging, in unlawful, unauthorized, or fraudulent activities, attempting to obtain authentic or fraudulent sales, submitting false, inaccurate, incomplete, or misleading information of any kind, or for any other similar or dissimilar suspect conduct, participation, or activities, as solely determined by Nexen. Any and all awards of a disqualified participant will be null and void; any awards already provided must be immediately returned to Nexen.

Nexen expressly reserves the right to change, modify, add, or delete, or establish dealer participation, means of participating in the Program, accruing sales, awards, thresholds, or any or all of the means to accrue such sales, awards, or other means currently in effect. Nexen will announce such modifications via the site. All participation, and data, information, materials and submissions are subject to compliance and verification by Nexen (or its authorized representatives) and are not deemed final until verified. Information collected via the Program is subject to the privacy policy at [www.NexenTireNextLevel.com](http://www.NexenTireNextLevel.com).

Nexen (and its authorized representatives) are not responsible for lost, late, incomplete, inaccurate, delayed, destroyed, untimely, incomprehensible, misdirected, illegible, ineligible, misleading, or otherwise noncompliant participation, sales, data, or any other information submitted or supplied by or on behalf of any participant at any time in connection with the Program ("information"), nor for the failure to collect or process such information will not be eligible for awards. Submission of any information in the Program is not evidence of its receipt of eligibility.

Potential award recipients may be required to complete, sign, and return a Release document within the time specified by Sponsor, or else award will be forfeited. By participating, participants consent, where lawful, to the use

(but without obligation) by Nexen (and their affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by participant regarding the Program (provided they are true) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification or approval.

## **Limitations of Liability**

Nexen assumes no responsibility for any virus, worms, bugs, unauthorized human intervention, interrupted or unavailable websites, satellite, network, server, Internet Service Provider (ISP), or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, devices, network, telephone, satellite, cable hardware, software or lines, or technical failures, jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind (whether human, mechanical, technical, equipment, electronic, network, otherwise), or for the incorrect or inaccurate capture of information, nor for the failure to capture any such information, and in such event may terminate, cancel or modify the Program.

If, for any reason, the Incentive Program, or any element thereof is not capable of running as planned, or by reason of causes which Nexen deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program or any part thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program, or any element thereof and select award recipients (for the applicable award) from eligible non suspect participants prior to the action or as otherwise may be deemed fair and equitable by Nexen.

Persons suspected of tampering with or abusing any aspect of the Program or site, as solely determined by Nexen, will be disqualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM OR ANY ELEMENT THEREOF IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Nexen shall not be liable to participant or any other person or entity for failure to provide the Program or participation therein, or to award awards or any part thereof, by reason of unavailability, impracticability, force majeure, terrorist acts, severe weather, labor disputes, acts or omissions of any kind (whether legal or illegal), interruption, civil disturbance, or any other cause similar or dissimilar beyond its control. Nexen is not responsible for injury or damage to participants' or to any other person's computer or device related to or resulting from participating in this Program or downloading materials from or use of the site.

BY PARTICIPATING, PARTICIPANTS AGREE TO THE FULLEST EXTEND PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS NEXEN, ITS AFFILIATED AND SUBSIDIARY COMPANIES, THIRD PARTY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTED OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS,

LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITH LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITH LIMITATION, REASONABLE ATTORNEY'S FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART OF THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF AN AWARD, PARTICIPATION IN ANY PROGRAM-RELATED ACTIVITIES, ACCESS TO ANY SITES, AND/OR PARTICIPATION IN THIS PROGRAM, OR AN ELEMENT THERE OF. To the fullest extent permitted by law, participants covenant not to sue any released party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the entities of any Term does not constitute a waiver of any other provision. In no event will the Released Parties be responsible or liable for any direct, incidental, consequential, or punitive damages arising directly or indirectly out of this Program or any element thereof. NEXEN MAKES NO WARRANTY WITH REGARD TO ANY ASPECT OF THE PROGRAM, OR THAT THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE. The PROGRAM, Site and any element thereof provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement.

## **Choice of Law/Arbitration**

THIS PROGRAM IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Incentive Program, participants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Program shall be resolved individually, without resort to any form of class action, exclusively before a neutral one-person arbitration panel located in/near Diamond Bar, CA.

## **Sponsor**

Nexen Tire America, Inc., Diamond Bar, CA.

## **HOW TO SIGN UP?**

1. Contact your Authorized Distributor for program details and to fill out initial sign-up form.
2. Upon approval, you will receive an e-mail with log in and password information. You can access your Next Level account and keep track of your rewards online.
3. Your e-mail address will be used to inform you of any additional benefits or specials throughout the year.

## **WHO IS ELIGIBLE?**

1. Approved retail tire dealers that purchase Nexen tires through an authorized Next Level distributor.

2. Dealer must purchase a minimum of 100 eligible Nexen tires in a single quarter to qualify for rewards. Each quarter stands alone, however there is a year-end catch up to earn full rewards on previous quarters.

## **ARE SECONDARY DISTRIBUTORS ALLOWED?**

1. Yes, your Nexen purchases can be made through an authorized secondary Next Level distributor. You will receive rewards credit for eligible purchases made through authorized distributors.
2. Dealers will be enrolled in the Next Level program through their authorized distributor. The second distributor will be assigned through your online account management tools or by contacting your Nexen Tire Regional Sales Manager.

## **OTHER PROGRAM CONDITIONS**

1. Switching a distributor is not allowed within the Next Level program unless there is a qualifying event which is described in the program's full terms and conditions.
2. Next Level dealer must be enrolled under their authorized distributor for one calendar year before requesting a change of distributor.
3. If the Next Level dealer does not earn a payout for one quarter in the calendar year, the dealer will re-enroll the following year.
4. Payouts are subject to a validation process at the end of each quarter.
5. For tires to be eligible for rewards, they must have been sold to Next Level authorized distributors directly from Nexen Tire America.
6. All quarterly sales are required to be uploaded within 15 days of quarter end to qualify for rewards.
7. All awards will be paid by check in the name of the dealer's business. Or awards can be paid via direct deposit.
8. If a Next Level dealer requests a distributor change, there is a 2 week "cooling off" period. This period gives the current distributors the ability to keep the Next Level dealer enrolled under them.
9. For any 2 consecutive quarters a dealer does not earn a payout, they will be removed from the dealer locator. That dealer will need to "re-enroll" and earn for 2 consecutive quarters to be placed back on the dealer locator.
10. As an approved Nexen Next Level associate dealer, you are required to process any warranty claims/adjustments on Nexen products that were not sold from your location.
11. A dealer must work with a "primary" or "secondary" distributor and may not change either of the two distributors (primary or secondary) authorized for his or her participation in this program, once initially selected, unless there is a "qualifying event" (as determined by Nexen).
12. For purposes of the Program, a "primary distributor" is a distributor from whom the dealer purchases at least 80% of the total volume of Nexen tires purchased; a "secondary distributor" is a distributor from whom the dealer purchases no more than 20% of the total volume of Nexen tire purchases.
13. New enrollments must complete their validation within the enrolling quarter to earn a payout for that current pay period.