

## 3M Automotive Aftermarket Repair Rewards Program Rules

### Program Description

1. The 3M Automotive Aftermarket Repair Rewards Program (the “**Program**”) is designed to reward U.S. Automotive Aftermarket and Marine Aftermarket end-user customers for their purchases of Qualifying 3M Products (as defined in Section 25 below) from authorized 3M Automotive Aftermarket Division distributors as detailed in these Program Rules. “**Automotive Aftermarket**” means body shops, collision repair shops and/or refinish shops concerned with the installation or repair of automobiles, automobile parts, and/or automobile accessories after the initial sale of such automobile to the consumer. “**Marine Aftermarket**” means maintenance and repair operation facilities that repair, refurbish, refit or otherwise care for yachts, boats, ships, or other marine vehicles.
2. The 3M Automotive Aftermarket Repair Rewards Program begins March 15, 2021 and unless terminated or extended by 3M in writing at 3M’s sole discretion, will continue through March 31, 2022 (“**Program Period**”).

### General conditions

3. Participation and benefits in the 3M Automotive Aftermarket Repair Rewards Program are offered at the discretion of 3M Company (“**3M**”), and 3M has the right to terminate the Program or to change the terms and conditions, rules, regulations, policies and procedures, benefits, conditions of participation (“**Program Rules**”) in whole or in part, at any time, with or without notice, at its sole discretion, even though changes may affect the value of the Program points already accumulated. 3M may, among other things, withdraw, limit, modify or cancel any award. Participants, in accumulating points, may not rely upon the continued availability of an award or award level, and participants may not be able to obtain all offered awards or use awards.
4. Participation in the Program is subject to any Program Rules that 3M may, at its discretion, adopt from time to time. The terms of the Program Rules control your participation in the Program and no covenants at law or in equity shall be implied or incorporated. 3M has the sole right to interpret and apply the Program Rules. Any failure to follow Program Rules, any abuse of Program privileges, any violation of law, rule or regulation, any conduct detrimental to the interests of 3M, any fraudulent activity or attempted fraudulent activity, or any misrepresentation of any information furnished to 3M by any participant, may result in the termination by 3M of such participant’s involvement in the Rewards Program and the loss or cancellation of accumulated points or awards.
5. 3M reserves the right to audit any and all Program accounts at any time to ensure compliance with the Program Rules, without notice to the participant. During the course of an audit or investigation, a participant's account information may be shared with any third party with whom 3M has contracted to assist in performing such audit or investigation. In the event that an audit reveals discrepancies or possible violations, 3M may delay the processing of point redemption requests, cancel any outstanding point redemptions, withhold statements or suspend the participant’s Program account pending completion of the audit. While the account is suspended, the participant may continue to accumulate points in the account, but no redemptions will be permitted, and any outstanding redemptions will be cancelled. Upon completion of the audit, if a discrepancy or violation has been determined by 3M, in

addition to any other remedies described herein, points may be removed from the account of the participant to remedy such discrepancy or violation with or without notice to the participant.

6. Each participant shall be responsible for remaining knowledgeable as to the Program Rules (including any changes) and the amount of points in such participant's account. 3M shall attempt to advise active participants of various matters of interest through such means as may be appropriate, such as emails and its website, but 3M shall have no liability for any failure to do so. 3M will not be responsible for correspondence lost or delayed in the mail. Each participant shall be responsible for advising 3M of any change of address, and 3M shall have no liability for misdirected mail or any consequences thereof. The most current Program Rules may be found on [www.AADRepairRewards.com](http://www.AADRepairRewards.com) and this listing is the final authority on the Program Rules.

7. The Program is maintained for the benefit and participation of U.S. Automotive Aftermarket and Marine Aftermarket end-user customers that use 3M products for their professional use. Only U.S. Automotive Aftermarket and Marine Aftermarket end-user customers are eligible to participate in the Program. As used in these Program Rules, "**participant**" refers to the participating U.S. Automotive Aftermarket and Marine Aftermarket end-user customer. A participating U.S. Automotive Aftermarket or Marine Market end-user customer may maintain only one account per business location and such account must be administered by an authorized representative of the participant. Duplicate accounts held by the same business location in the Program will be subject to cancellation. Program participation is nontransferable. Only the participant is entitled to access the participant's account information. Account information is 3M's proprietary information and participants may access information only for the purpose of obtaining information about their account. No participant may delegate or grant access (via power of attorney, contract, or otherwise) to a third party.

8. Accumulated points do not constitute property of the participant and are not transferable.

#### **Prohibition of sale or barter**

9. The sale or barter or attempted sale or barter of any points, awards, or benefits is expressly prohibited. Any points, awards, or benefits transferred or sold in violation of the Program Rules, in addition to exposing the participant to the penalties otherwise associated with violations, may be confiscated or canceled. The use of points that have been acquired by purchase, barter or other conduct in violation of Program Rules may result in termination of participation and cancellation of accumulated points.

#### **Account activity**

10. Any participant who fails at any time to engage in Account Activity (as defined in Section 11 below) for a period of six (6) consecutive months is subject to termination of the account and forfeiture of all accumulated points as of the last day of the sixth (6<sup>th</sup>) month.

11. "**Account Activity**", for purposes of these Program Rules, shall be deemed to occur when: (a) a participant accrues points in such participant's account in any manner as set forth in the Program Rules; or (b) when the participant redeems any points in the participant's account.

## Points Earned

12. Participants receive one (1) point per each dollar of Qualifying 3M Product (as defined in Section 26 below) purchased by participating business locations (1 dollar = 1 point). And, participants will receive two (2) points per each dollar spent on 3M™ Cubitron™ II Abrasives, 3M™ Blue Abrasives, 3M™ Single Component and 2-Part Seam Sealers, 3M™ Platinum™ Body Fillers and Glazes, 3M™ Performance Spray Gun and Accessories, 3M™ PPS™ Series 2.0, 3M White Masking Paper, 3M™ Perfect-It™ Compounds and Polishes, 3M™ Trizact™ Hookit™ Foam Discs, 3M™ Plastic Sheeting with Bonus Masking Tape, and 3M™ Yellow Automotive Refinish Masking Tape. Point values may be changed from time to time (e.g. for limited duration promotions or new product introductions). Any changes to point values will be made available on [www.AADRepairRewards.com](http://www.AADRepairRewards.com).

13. Only invoices dated on or after March 15, 2021 will be accepted.

14. Due to system constraints, a maximum of 5 invoices can be scanned and uploaded per submission. There is no cap on the number of submissions a participant may make.

15. Points will be applied once per invoice. An invoice cannot be scanned multiple times. Make sure to star, check, or circle the eligible items on the invoice to facilitate processing; use of a highlighter to identify eligible items is not recommended.

16. A maximum of 150,000 points may be redeemed for prizes each month during the Program, but there is no cap as to the number of points that may be earned by a participant in any given month. Notwithstanding the foregoing, in the event a participant has more than 150,000 points to redeem during the Wind-down Period (defined in Section 19 below), participant may redeem more than 150,000 points during that 30-day period.

## Point expiration

17. Points accumulated in a participant's account shall be maintained in the account until they are redeemed for an award or until they expire, whichever occurs first.

18. Points accumulated shall expire on the last day of the sixth month after the last account activity in the participant's account.

19. In the event the Program is terminated, points will expire thirty (30) days after the termination date ("Wind-down Period"). Any remaining points thirty (30) days following termination of the Program will be forfeited.

## Redeeming Points for Awards

20. The awards available and the amount of points necessary to be redeemed for each award will be set by 3M and published to the participants. 3M shall establish the process for point redemption, but redemption shall basically mean the exchange of Program points in a participant's account for a specified award. The list of reward items that may be redeemed in exchange for points will be available on [www.AADRepairRewards.com](http://www.AADRepairRewards.com).

21. Points earned in two or more different accounts may not be combined to redeem any award. Points have no cash value. Points cannot be purchased or redeemed for cash.

22. The Program structure is subject to modification, cancellation or limitation at 3M's discretion, with or without notice. The amount of points required to be redeemed for an award may be substantially increased, any award may be withdrawn, and restrictions on any award or its redemption may be imposed at any time. The accumulation of points does not entitle Program participants to any vested rights with respect to any awards or the Program. 3M reserves the right to add, change, or remove available rewards in whole or in part, at any time, with or without notice.

23. Federal, State and local taxes, if any, related to redemption of points and related award are the sole responsibility of the participant that redeems the points in exchange for the award.

### **Qualifying 3M Products and Sources**

24. The Program is designed to reward U.S. Automotive Aftermarket and Marine Aftermarket end-user customers for their purchases of Qualifying Products from 3M Automotive Aftermarket authorized distributors. Purchases of 3M products from sources other than 3M Automotive Aftermarket authorized distributors (e.g. big box hardware or retail, on-line consumer sites, etc.) are not eligible for Program Rewards. If you are uncertain whether a seller is a 3M Automotive Aftermarket Division authorized distributor, please reach out to your local 3M Representative. If you are unsure who your local Representative is, contact 3M Customer Service at 1-800-524-6429 prior to purchase.

25. "Qualifying 3M Products" means those 3M products designed for the Automotive Aftermarket and Marine Aftermarket and listed on [www.AADRepairRewards.com](http://www.AADRepairRewards.com). 3M reserves the right to add, change, or remove products from the Qualifying 3M Product list in whole or in part, at any time, with or without notice. The most current list of Qualifying 3M Product may be found on [www.AADRepairRewards.com](http://www.AADRepairRewards.com) and this listing is the final authority on the Qualifying 3M Products.

### **Participation**

26. Participation in the Program is restricted to Automotive Aftermarket and Marine Aftermarket businesses located and conducting business in the United States. Any submissions for the Program must be handled by an authorized representative of the participating Automotive Aftermarket or Marine Aftermarket business.

27. By participating in the Program, the participant acknowledges and agrees that any information collected in connection with this Program may be used by 3M for promotion administration, market research, advertising and trade and only in accordance with 3M's privacy policy located at [www.3m.com/privacy](http://www.3m.com/privacy).

### **Returns; Warranties and Disclaimers; Limitation of Liability**

28. Returns or exchanges are only accepted for an award that is damaged and reported within thirty (30) days of receipt.

29. **Warranty, Disclaimer, and Limited Remedy (Awards that are 3M Products):** Unless a different warranty is specifically stated on the applicable 3M product packaging or product literature (in which case such warranty governs), 3M warrants that each 3M product meets the applicable 3M product specification at the time 3M ships the product. 3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. If a 3M product does not conform to this warranty, then the sole and exclusive remedy is, at 3M's option, replacement or repair of the 3M product or refund of the purchase price.

**30. Warranty and Disclaimer, and Limited Remedy (Awards that are Third-Party Products):** Manufacturer warranties, if any and if applicable, cover third-party product Awards offered in the Program. In addition to other disclaimers set forth in these Program Rules, and 3M makes no warranties or representations of any kind, express or implied, with respect to the third-party product Awards. 3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE.

**31. Limitation of Liability:** Except for the limited remedies stated above, and except to the extent prohibited by applicable law, 3M will not be liable for any loss or damage arising from or related to the Awards, whether direct, indirect, special, incidental, or consequential (including, but not limited to, lost profits or business opportunity), regardless of the legal or equitable theory asserted, including, but not limited to, warranty, contract, negligence, or strict liability.