

## PROGRAM TERMS AND CONDITIONS OF PARTICIPATION

PLEASE READ THESE TERMS AND CONDITIONS OF PARTICIPATION IN THE KENWORTH PRIVILEGES LOYALTY PROGRAM CAREFULLY. BY PARTICIPATING IN THIS PROGRAM, YOU AGREE TO BE BOUND BY ALL TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. SECTION 8 BELOW CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. THEY AFFECT YOUR RIGHTS. PLEASE READ THEM.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM.

### 1. MEMBERSHIP ELIGIBILITY AND OVERVIEW

1.1. Kenworth Privileges Loyalty Program (the “**Program**”) is offered at the sole discretion of PACCAR Parts. The Program is available to individual and corporate Kenworth customers and is limited to one account per customer.

1.2. The following entities and individuals (“**Eligible Participants**”) are eligible to participate in the Program:

- a. Individuals who are legal residents of the United States or Canada and at least 19 years of age or older and who provide and maintain a valid email address **and** phone number are eligible to participate. This Program is not targeted at children or intended for use by anyone under the age of 19. Employees of PACCAR, including its subsidiaries and affiliates, are not eligible to participate in the Loyalty Program.

1.3. By joining the Program and becoming a Program member, you (individually and collectively, “**you**,” “**your**,” or “**Member**”) agree that you have read, understood and agree to be bound by these Program Terms and Conditions of Participation (“**Terms**”) and by any changes or modifications we may make to such Terms.

You should review these Terms on the Site (as defined herein) to understand the terms and conditions that apply to the Program as they may change from time to time. These Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services.

By enrolling in the Program, you acknowledge and agree that PACCAR Parts may, at its sole discretion and without precondition, change these terms at any time without prior notice to you. You further agree and acknowledge that, by your continued participation in the program, you agree to be bound by these Terms, as may be amended from time to time.

1.4. By enrolling in the Program, you also agree to be bound by our PRIVACY POLICY and any applicable website TERMS AND CONDITIONS, all of which are incorporated herein by reference. By enrolling in the Program, you further agree and expressly consent to the collection, storage, use and disclosure of your information, including your Personal Information, according to the PRIVACY POLICY. Where used in these Terms, “**Personal Information**” means any information about an identifiable individual, such as your name, e-mail address, mailing address, phone number, business role, and any data about you that you elect to provide to PACCAR Parts as part of your participation in the Program.

## 2. PROGRAM ENROLLMENT

2.1. Eligible Participants may enroll in the Program through one of the following options:

- Visit [partsandservice.kenworth.com](http://partsandservice.kenworth.com) (the “**Site**”) and follow the Program prompts to register for the Program;
- Visit a Kenworth store at any of the locations listed on the Site and tell a store associate you would like to register for the Loyalty Program.

2.2. You will be required to provide your full name, company name (if applicable), phone number, email address, postal code, and such other Personal Information or other information about your business operations as PACCAR Parts deems necessary. You are solely responsible for maintaining the accuracy of your account information and for updating it as required.

2.3. Only one Program account may be associated with a single email address or phone number. In the event of a dispute over ownership of the Program membership account, the Member will be deemed to be the **authorized account holder** of the email address submitted at the time of enrollment. For purposes of these Terms, the "authorized account holder" is the natural person or organization who is assigned to the submitted email address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

## 3. PROGRAM BENEFITS

3.1. The Program is one way in which we reward and show our appreciation to loyal customers. Members will receive the benefits described at the Site and herein from time to time (the “**Program Benefits**”). Program Benefits and other offers or promotions may also be published through other media (e.g., in-store, in marketing communications, through social media, etc.) and may be amended or updated periodically.

3.2. Program Benefits and any applicable rewards earned through the Program have no cash value, are non-transferable, and you have no property rights in or to rewards or other Program Benefits. Purchase balances credited to your Program account will be reversed if the purchase is returned or if the balance is obtained through fraudulent activity or other activity that violates these Terms. The sale, barter, transfer, or assignment of any rewards or benefits offered through the Program, other than by us, is expressly prohibited.

3.3. We reserve the right to change how you earn Program Benefits and how we evaluate and reward your eligible purchases and/or other Program activity. We reserve the right to place limits on the number of purchases or activities that are eligible for the Program and/or for any given Program Benefits, the number or types of Program Benefits you may receive or earn in a given time period, or for the duration of the Program, and/or any combination thereof. At our sole discretion, we may revoke or suspend the Program Benefits at any time.

3.4. If you have concerns that a purchase or other activity was not properly applied to your account, you should contact the dealer where your purchase was made. In order to review your purchase, you will need your name, address, phone number, and email address associated with

the Program, the date of the Program activity, and the issue(s) you encountered. We are not responsible for late notifications about purchases or other Program activities not being credited to an account.

3.5. WITHOUT EXCEPTION, Program Benefits can ONLY be redeemed at and participating Kenworth dealerships retailers.

3.6. Program Benefits may include the following and are subject to the following conditions and restrictions:

3.6.1. Pricing and Offer Details. All pricing is suggested retail. Prices and dates may vary. See your participating dealer/retailer for full part number details. Participating dealers may choose to sell at or below Kenworth Parts and Service's suggested sale prices. Items may not be available immediately at all locations. All pricing and products subject to change. Illustrations are representations only. Actual features may differ. Unless otherwise specified, prices are per unit/each and do not include sales tax. Offer good through effective sale period or while supplies last at participating dealers/retailers only. In Canada only, GST and provincial sales taxes are extra.

3.6.2. Redemption at the Dealership/Retailer

- Discounts are redeemable only by a customer purchasing the product(s) indicated, including, but not limited to the brand, quantity and size with the face value of the discount deducted from your retail price.
- Discounts are non-assignable and are void if transferred from their original recipient to any other person, firm or group. PACCAR Parts does not permit the unauthorized distribution, collection, sale, or assignment of its discounts for any reason.
- Discounts are void if taxed, restricted, or prohibited by law.
- The customer must pay any applicable sales tax.
- Discounts may be limited by offer. Refer to specific discounts for details.
- Discounts are only redeemable by participating dealers/retailers located in the U.S. and Canada.

3.7. PROMOTIONAL COMMUNICATIONS. By participating in the Loyalty Program, Member agrees to allow PACCAR Parts to communicate via mail, email, phone, external websites and various other channels. If permission is granted by the Member, PACCAR Parts may also communicate via text or mobile device. PACCAR Parts may use these channels to communicate Member account status, notify Member when they are eligible for a reward, communicate program changes, offer special Member promotions, coupons, information and offerings that may be of interest to the Member, and more. Member information will be protected in accordance with the Online Privacy and Security Policy and/or the Notice of Privacy Practices, as applicable.

BY ENROLLING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT PACCAR PARTS MAY, AT ITS SOLE DISCRETION AND WITHOUT PRECONDITION, CHANGE ANY CONDITIONS OR RESTRICTIONS THAT APPLY TO PROGRAM BENEFITS WITHOUT PRIOR NOTICE TO YOU.

#### **4. COMMUNICATIONS**

4.1. When enrolling in the Program, you may opt-in to receive communications by email or mail with special offers and promotions and information about our products and services. If you opt in for Program related emails and/or flyers, you consent to receive emails and/or flyers until such time as you may choose to opt-out of the Program and/or opt-out of receiving emails and/or flyers, in accordance with Section 4.2 below.

4.2. You may opt-out of receiving Emails and/or flyers at any time by updating your preference under My Account.

#### **5. TERMINATION AND MODIFICATION**

5.1. THE PROGRAM AND PROGRAM BENEFITS ARE OFFERED AT OUR SOLE DISCRETION. WE MAY, IN OUR SOLE DISCRETION, CANCEL, MODIFY, RESTRICT OR TERMINATE THESE TERMS AND/OR THE PROGRAM OR ANY ASPECT OR FEATURE OF THE PROGRAM AT ANY TIME WITHOUT PRIOR NOTICE, EVEN THOUGH SUCH CHANGES MAY AFFECT THE VALUE OF REWARDS OR PROGRAM BENEFITS ALREADY ACCUMULATED OR EARNED AND/OR THE ABILITY TO REDEEM ACCUMULATED REWARDS OR PROGRAM BENEFITS.

5.2. We reserve the right to exclude you from or to discontinue your participation in the Program in our sole discretion. Any abuse of the Program, failure to follow any Program terms, misrepresentation or conduct detrimental to us or our interests may result in the revocation of your membership and make you ineligible for further participation in the Program. If your membership is revoked, any rewards or benefits in your account will automatically expire and your access to the Program and features will automatically terminate, in our sole discretion. If, in our sole discretion, we suspect fraud, misrepresentation, abuse or violation of these Terms, we also have the right to take appropriate legal action.

5.3 If you decide you no longer want to be a part of the Program, you may cancel your membership at any time by sending an email to [PPD.Renton.Loyalty.Program@PACCAR.com](mailto:PPD.Renton.Loyalty.Program@PACCAR.com).

#### **6. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

6.1 NEITHER PACCAR PARTS NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OR THE PROGRAM OR ANY OF THE REWARDS OR PROGRAM BENEFITS ASSOCIATED WITH THE PROGRAM INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

6.2 YOU AGREE THAT NEITHER PACCAR PARTS NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE RESPONSIBLE OR LIABLE (IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY (A) INTERRUPTION OF BUSINESS; (B) ACCESS DELAYS

OR ACCESS INTERRUPTIONS TO THE PROGRAM; (C) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (D) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF THIRD PARTY LINKS ON THE SITE OR USE OF ANY REWARD OR BENEFIT OF THE PROGRAM; (E) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES; (F) ANY INACCURACIES OR OMISSIONS IN PROGRAM CONTENT; OR (G) EVENTS BEYOND OUR REASONABLE CONTROL. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT DEFECTS OR ERRORS WILL BE CORRECTED.

6.3 FURTHER, NEITHER PACCAR PARTS NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE PROGRAM OR AND YOUR PARTICIPATION THEREIN, WHETHER IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY FOR SUCH CLAIMS EXCEED ONE HUNDRED DOLLARS (\$100.00).

6.4 YOU AGREE THAT NO CLAIMS OR ACTION IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) ARISING OUT OF, OR RELATED TO, YOUR PARTICIPATION IN THE PROGRAM, USE OF ANY REWARDS OR OTHER BENEFIT OR THESE TERMS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE. IF YOU ARE DISSATISFIED WITH THE PROGRAM, TERMINATION OF YOUR MEMBERSHIP IN THE PROGRAM IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

## **7. INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US, OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY LOSS, DAMAGES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES RESULTING FROM ANY THIRD PARTY CLAIM, ACTION, OR DEMAND RESULTING FROM YOUR PARTICIPATION IN THE PROGRAM IN VIOLATION OF ANY LAW, RULE, REGULATION OR THESE TERMS.

## **8. GOVERNING LAW AND DISPUTES**

8.1 This Program and these Terms will be governed by and construed under the substantive laws of the state of Washington, as if they were a contract wholly entered into and wholly performed within the state of Washington and without reference to conflict-of-laws considerations.

For disputes arising in Canada, this Program and these Terms will be governed by and construed under the substantive laws of the province of Ontario, as if they were a contract wholly entered into and wholly performed within the province of Ontario and without reference to conflict-of-laws considerations

8.2 ANY DISPUTE RELATING IN ANY WAY TO THIS PROGRAM, THESE TERMS, YOUR PROGRAM MEMBERSHIP, OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN THE STATE OF WASHINGTON, OR IF IN CANADA, THE PROVINCE OF ONTARIO, AND YOU AGREE TO SUBMIT YOURSELF TO THE JURISDICTION AND PROCEEDINGS THEREOF. ARBITRATION MEANS THAT A SINGLE ARBITRATOR WILL DECIDE THE CLAIM, AND YOU WILL NOT HAVE THE RIGHT TO SUE IN COURT OR TO HAVE A JUDGE OR JURY DECIDE YOUR CLAIM. YOUR RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY ALSO BE LIMITED IN ARBITRATION. It is further agreed that any dispute over the scope of this arbitration provision and any dispute as to whether a claim is arbitral shall be submitted to the arbitrator for decision. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors or otherwise have a cause of action in equity, we may seek injunctive or other appropriate relief in any court of competent jurisdiction and you consent to jurisdiction and venue in any such court for such purposes. Arbitration under these The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

8.3. You agree that any arbitration or proceeding shall be limited to the dispute between us and you only , and (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **9. PRIVACY**

We value your privacy. The personal information collected from you in connection with the Program, including but not limited to purchases made in connection with your Program membership, will be used and disclosed by us in accordance with our PRIVACY POLICY.

## **10. CONTACT US**

For information about the Program and your membership, contact any dealer/retailer at any of our Locations.