

# Mercedes-Benz StarRewards Terms and Conditions



**Updated: June 1, 2024**

The Mercedes-Benz StarRewards Program (“Program”) is sponsored by Mercedes-Benz USA, LLC (“Company”). To participate in the Program, you agree to be bound by these Mercedes-Benz StarRewards Terms and Conditions (“Terms”). If you do not agree to these Terms, you may not participate in the Program and will not be entitled to receive rewards under the Program. Participation in the Program signifies your agreement to the Terms, as may be amended from time to time by Company, in its sole discretion. If you are entering into these Terms on behalf of a business entity, you represent to Company that you have legal authority to bind that entity.

## **1. Program Period.**

The Program will run from January 1, 2024 through December 31, 2024.

## **2. Eligibility.**

The Program is only available to qualified independent repair facilities (“IRF”). To qualify to participate in the Program you must: (a) be a single-shop independent repair facility and (b) enroll in the Program pursuant to Section 3 below. If Company determines you are not a qualified IRF, you may not participate in the Program and you will be removed from the Program. Select multi-shop independent repair facilities are ineligible for this Program.

## **3. Program Enrollment.**

To enroll in the Program, you must provide certain information to Company at [www.mbstarrewards.com](http://www.mbstarrewards.com) (“Site”). Information you provide will be used for the creation and administration of your enrollment in Program, and may include, but is not limited to, your name, phone number, email addresses, physical address, and prior invoice information (for verification purposes).

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#### **4. Purchase Tiers.**

After you have enrolled in the Program, Company will assign you purchase tiers for each calendar quarter. The purchase tiers will be the range of amounts you have to spend on Parts to receive a reward with each tier. These tiers will be required for participation in the quarterly programs, but are not part of any other ad hoc or bonus program.

#### **5. Qualifying Purchases.**

Only qualifying purchases will apply towards your assigned purchase tiers in the quarterly programs. A qualifying purchase is the amount you paid for Parts (excluding any taxes and shipping). Qualifying purchases are determined in Company's sole discretion, and Company reserves the right to verify and adjust qualifying purchases. A pending, open, or partially completed purchase is not a qualifying purchase. If you return Parts that were a part of a qualifying purchase, the total amount paid for such Parts returned by you will be automatically deducted from the amount of your qualifying purchases.

#### **6. Rewards.**

After you have enrolled in the Program and Company has determined that you are an eligible IRF, Company will determine the percentage you are entitled to receive as a reward. You will earn rewards based on the total amount you have paid for qualifying purchases. Rewards will be calculated based on purchases within each purchase Tier 1 through Tier 6. Rewards are earned only after you enroll in the Program, and no rewards will be provided retroactively.

Certain ad hoc programs may be offered allowing additional rewards to be earned based on certain qualifying purchases or activities.

Determination and payment of tax liability related to rewards are your sole responsibility. To the extent required by law, certain rewards transactions may be included in year-end tax reporting, and you agree to provide Company with any information requested by Company to comply with its tax reporting obligations. If you have any questions or concerns about your potential tax liability, you should consult with your tax professional.

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## 7. Claiming Your Rewards.

For the quarterly programs, if the amount of your qualifying purchases meets the criteria for a determined reward tier or if you have earned rewards in an ad hoc program, you will have forty-five (45) days following the end of the applicable calendar quarter (“Claim Period”) to claim any rewards you have earned. If you fail to claim your reward within the Claim Period, your rewards will be forfeited. After you claim your reward, you will receive a Prepaid MasterCard® Reward Card (“Card”) in the amount of your reward within thirty (30) days of claiming your reward. Future rewards will be loaded to the same card. To receive rewards, your account must be in good standing and you cannot be suspended, restricted, delinquent, or otherwise in default. All determinations of rewards earned and redemptions are final. If you have not received your Card within thirty (30) days or if you have questions about the Program, you may visit [www.mbstarrewards.com](http://www.mbstarrewards.com). If you have questions about your Card call Comerica Card Servicing Center at 800-759-9610.

## 8. Card Information.

If you receive a Card, it will be valid until the expiration date on the Card. Cards issued in 2023 will generally have an expiration date of June 30, 2024. Cards issued in 2024 will generally have an expiration date of June 30, 2025. If there are remaining funds on your Card past the Card expiration date, you will no longer be able to use the Card, but those funds will not expire. A \$15 Closing Fee will be deducted from any balance that remains on your Card and a check for any remaining balance will be mailed to you at the address on file. To avoid the Closing Fee, you should use all of the funds before the Card expires. The Card will be issued in the registered business name of the IRF following validation of your eligible Program purchases. The Card does not grant you cash or ATM access and is only reloadable by the Company that requested the Card. Cards are issued by Comerica Bank pursuant to license by Mastercard® International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Cards can be used where Mastercard debit cards are accepted. Cardholders should refer to the Welcome Letter and Cardholder Instructions included with the Card for complete details and additional important information regarding the prepaid MasterCard® Reward Card.

Rewards may not be brokered, bartered, attached, pledged, auctioned, gifted, sold or otherwise transferred or disposed of for consideration, or in any manner otherwise received or used in violation

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of the rules herein. Rewards cannot be assigned, licensed, combined or transferred to any other entity, person, or type of program offering or reward. Any receipt or use of the Card or Rewards in violation of these Terms will render such Card and rewards void.

## **9. Additional Terms.**

**9.1** All content, information, and/or material on the Site or related to the Program is protected intellectual property owned or controlled by Company or its third-party licensors.

**9.2** Company reserves the right to audit and verify all eligible purchases and sales data in order to determine Program eligibility and rewards.

**9.3** Your participation in the Program may be revoked at any time by Company. If Company determines or reasonably suspects that that you have engaged in abuse, fraud, intentional misrepresentation, or fail to comply with these Terms and any other Program rules, Company may: (a) deduct eligible Purchases and/or revoke rewards; (b) terminate you from the Program; and/or (c) ban you from enrollment in any future incentive, award, or other reward programs offered by Company.

**9.4** Company, in its sole discretion, and without prior notice to you, may change, modify, restrict, or cancel the Program at any time, including, but not limited, to: (a) your purchase tiers; (b) the reward percentages or amount; (c) the period of time you have to earn rewards; (d) the period of time you have to redeem your earned rewards; and (e) the qualifications to be eligible to participate in the Program.

**9.5** Company reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event you abuse the Program, commit fraud, fail to comply with these Terms or any rules of the Program, or make any misrepresentation to Company.

**9.6** Company has no responsibility, and shall have no liability, for communications or rewards lost due to a change of your address or other contact information.

**9.7** This Program is void where prohibited or restricted. These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law provisions. Any dispute arising from these Terms shall be resolved exclusively in jurisdiction and venue of the state and federal courts of the State of Georgia, and you waive all objections to venue and inconvenient forum. FOR THEIR MUTUAL BENEFIT, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR

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IN ANY WAY RELATED TO, THESE TERMS OR THE PROGRAM. You hereby agree that any and all legal claims concerning your participation in the Program must be commenced within one (1) year after the claim or cause of action arises or they will be time-barred. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

**9.8** All updates and amendments to these Terms are effective immediately upon notice, which we may provide by any legal means, including, but not limited to, by posting a revised version of these Terms or other notice on the Site. Continued use of the Site and/or Program post-modification constitutes your agreement to be bound by the modified Terms.

**9.9** You agree to defend (with counsel subject to Company's approval), indemnify, and hold harmless Company, its affiliates, officers, directors, employees, agents, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms, your participation in the Program, and your breach of any laws or regulations.

**9.10** Company may waive compliance with these Terms in its sole discretion. Notwithstanding the foregoing, Company's failure to exercise any of its rights under these Terms or its delay in enforcing or exercising any of those rights shall not constitute a waiver of such rights.

**9.11** Any material, information, or ideas you provide to Company in connection with the Program by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by Company for any purpose whatsoever.

**9.12** IRF may participate in a maximum of two Company reward programs per quarter, including the Program and one ad hoc bonus program.

## **10. LIMITATION OF LIABILITY AND DISCLAIMERS.**

**10.1** EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL COMPANY OR ANY OF ITS AFFILIATES AND SUBSIDIARIES, OR ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "COMPANY PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL

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DAMAGES, WHETHER IN CONTRACT OR TORT, EVEN IF COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM YOUR USE OF PROGRAM OR INABILITY TO RECEIVE REWARDS, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES PROVIDED IN CONNECTION WITH THE PROGRAM.

**10.2** COMPANY PARTIES SHALL NOT BE RESPONSIBLE FOR (A) ANY LOSS OR MISDIRECTION OF, OR DELAY IN RECEIVING, ANY CORRESPONDENCE, REWARDS, OR CARDS; (B) ANY THEFT OR UNAUTHORIZED REDEMPTION OF REWARDS OR USE OF A REWARD CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF COMPANY; (C) ANY ACTS OR OMISSIONS OF THIRD PARTIES; OR (D) ANY ERRORS IN RELATION TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, ERRORS OF DESCRIPTION, AND ERRORS IN THE CREDITING OR DEBITING REWARDS.

**10.3** IN NO EVENT SHALL ANY COMPANY PARTIES BE LIABLE TO YOU FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, TERRORISM, PANDEMIC OR ANY ACT OR OMISSION OF A THIRD PARTY.

**10.4** THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**10.5** IN THE EVENT YOU ARE ENTITLED TO A REMEDY, YOU AGREE THE SOLE REMEDY AVAILABLE TO YOU IN CONNECTION WITH THE PROGRAM (WHETHER YOUR CLAIM IS BASED IN LAW OR EQUITY) SHALL BE NO GREATER THAN THE REWARD AT ISSUE. THIS SECTION 10 WILL SURVIVE TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM.

## **11. ENTIRE AGREEMENT**

These Terms, the Terms of Use and Privacy Policy contained on the Site, and any additional rules made available to you constitute the entire agreement between you and Company with respect to your participation in the Program. You may not assign these Terms or any rewards earned, in whole or in part, without Company's prior express written consent. Any attempted assignment without such written consent shall be void. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Rewards may not be brokered, bartered, attached, pledged, auctioned, gifted, sold or otherwise transferred or disposed

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of for consideration, or in any manner otherwise received or used in violation of the rules herein. Rewards cannot be assigned, licensed, combined or transferred to any other entity, person, or type of program offering or reward. Any receipt or use of the Card or Rewards in violation of these Terms will render such Card and rewards void.

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