

**AKEBONO
BRAKE into the ACTION
SALES INCENTIVE PROGRAM
OFFICIAL TERMS AND CONDITIONS**

THE FOLLOWING PROMOTION IS NOT OPEN TO THE PUBLIC. THIS PROMOTION IS INTENDED FOR BRAKE TECHNICIANS IN THE UNITED STATES, CANADA, MEXICO, GUATEMALA, HONDURAS, ECUADOR, PERU, CHILE, COLOMBIA, COSTA RICA, PANAMA AND THE DOMINICAN REPUBLIC AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. VOID WHERE PROHIBITED BY LAW.

1. Eligibility: The Akebono Brake Corporation located at 34385 W. Twelve Mile Road, Farmington Hills, MI 48331, U.S.A. ("Akebono") ("Sponsor") Akebono "**Brake into the Action**" **Sales Incentive Promotion** (the "Promotion") is open to and offered to employees of Akebono approved resellers (distributors, direct partners or indirect partners) ("Participants") in the UNITED STATES, CANADA, MEXICO, GUATEMALA, HONDURAS, ECUADOR, PERU, CHILE, COLOMBIA, COSTA RICA, PANAMA AND THE DOMINICAN REPUBLIC, ("Promotion Territory") who are eighteen (18) years of age or older and at least the age of majority in their jurisdiction of residence as of April 1, 2018, and who install qualified Akebono Pro-ACT, EURO or PERFORMANCE brake kits between April 1, 2018 and June 30, 2018, and meet the following criteria: (1) employed at a Akebono approved reseller, distributors, direct partners or indirect partners in the Promotion Territory during the Promotion Period; (2) is eighteen (18) years of age or older and at least the age of majority in their jurisdiction of residence as of April 1, 2018; (3) installs qualified Akebono Pro-ACT, EURO or PERFORMANCE brake kits; and (4) complies with the Official Terms and Conditions. **NOT OPEN TO THE GENERAL PUBLIC.** Void where prohibited. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate. By participating, entrants agree to these Official Terms and Conditions, which are final and binding in all respects.

2. To Participate: Complete the installation of qualified Akebono Pro-ACT, EURO or PERFORMANCE brake kits and enter on the submission portal at www.AkebonoPromo.com ("Website"), installed between April 1, 2018 and June 30, 2018 (the "Promotion Period"), to a valid customer and Akebono will provide an incentive reward of \$2.50. The reward will be paid as a reward card at the end of the promotion in July 2018. For each set of brakes installed/sold during the Promotion Period Participant will need to provide: Service Center Name & Address, Technician's ASE Certification Number, Product Serial Number, Recipient Name and address, other relevant sales/install information as requested by Sponsor. The www.AkebonoPromo.com website will track total qualified brake sets sold throughout the Promotion Period and reward amount earned. All installations/sales are subject to verification by Akebono before any reward will be awarded. Akebono is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations and/or installation/sales reporting. In the event of a dispute as to any registration or installation/sale, the Participant's manager and/or Akebono will make the final determination.

3. Promotion Period: The Promotion begins on April 1, 2018 (“Start Date”) at 12:01 a.m. EST and ends on June 30, 2018 (“End Date”) at 11:59:59 p.m. EST (“Promotion Period”).

4. Additional Prize potential for Participants in the UNITED STATES AND CANADA ONLY:

In addition to the \$2.50 sales incentive for each installed and properly submitted brake kit, the brake technician will earn an entry in a random drawing for every 10 installed and properly submitted brake kits in the Akebono Brake into Action promotion. Prizes include five top-tier motorsports prizes and five \$5,000 prepaid reward cards.

PRIZES:

Indian Scout Sixty Motorcycle - Approximate Retail Value (“ARV”): \$8999 each.

Yamaha Jetski EX SPORT - Approximate Retail Value (“ARV”): \$6,499 each.

2018 Can Am Renegade - Approximate Retail Value (“ARV”): \$8,588.98 each.

Arctic Cat - 2018 LYNX 2000 LT ES TRAIL - Approximate Retail Value (“ARV”): \$7,099 each.

Club Car ONWARD® 4 PASSENGER - Approximate Retail Value (“ARV”): \$10,059 each.

(Quantity 5) Reward Card - Approximate Retail Value (“ARV”): \$5,000 each.

The difference between any stated prize value and actual prize value will not be awarded. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize of equal or greater at its sole discretion. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Reward Cards are subject the Terms and Conditions on the Card and associated issuing bank materials. Total ARV of all prizes: \$ 66,244.98. **Limit one (1) prize per Participant.** Unclaimed prizes will not be awarded. Taxes, if any, on prize are the sole responsibility of the winner. Winner will be issued an IRS 1099 form for the prize value over \$600.

5. General Conditions: As a condition of entering, Participants agree (and agree to confirm in writing) that Sponsor, administrator, each of their parent, subsidiaries and affiliated companies, advertising and Promotion agencies, and all of their respective officers, directors, employees, representatives and agents (the “Released Parties”) are released, will have no liability whatsoever for, and shall be indemnified and held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Promotion or any Promotion-related activities. Except where legally prohibited, winners grant (and agree to confirm this grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or

times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

6. Prize Winner Notification: Potential prize winners will be notified by Sponsor via phone or mail within ten (10) business days following the drawing. Drawing will be held within ten (10) business days after the close of the Promotion Period (June 30, 2018). Winners will be required to complete, sign and return an Affidavit/Declaration of Eligibility, a Liability Release, and where lawful a Publicity Release within ten (10) days of receipt of notification. Sponsor is not responsible for any change in e-mail, mailing address and/or telephone number of entrants. If documents are not returned timely, or if the prize notification or prize is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Terms and Conditions, prize may be forfeited and an alternate winner may be selected. Prize fulfillment is subject to the company, organization or entity's (with whom the individual is affiliated) internal policies. It is the company, organization or entity's sole and ultimate responsibility to determine how and if any prize will be distributed or retained internally and Sponsor assumes no responsibility for the decisions made by such company, organization or entity regarding internal prize distribution.

7. Binding Arbitration: Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply MO law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH

THESE OFFICIAL RULES. BY PARTICIPATING IN SPONSOR'S PROMOTION, EACH ENTRANT AND PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUTF-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT OR PRIZE RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

8. Governing Law/Jurisdiction: Where permitted by law, by entering, Participant agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of State of Michigan, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Michigan. By entering, Participants consent to the jurisdiction and venue of the federal, state and local courts located in Michigan, USA.

For Participants in Quebec,Canada: “Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.”

9. Prize Winner's List: The names of the Prize winners and number of brake installations will be available at www.AkebonoPromo.com.

Sponsor: The Akebono Brake Corporation located at 34385 W. Twelve Mile Road, Farmington Hills, MI 48331, U.S.A.