

**JOHN DEERE REWARDS PROGRAM  
TERMS & CONDITIONS  
US & CANADA**

**Effective Date: August 1, 2018**

The John Deere Rewards Program (“Rewards Program”) is created to assist in managing your equipment and to thank you for your loyalty. When you become a Rewards member, you become eligible for a variety of benefits, depending on your level of Rewards status.

## **I. ELIGIBILITY**

### **Territory**

The Rewards Program is only available to residents in the United States and Canada. The Rewards Program is void where prohibited or restricted by law.

### **Membership**

Rewards Program membership benefits can only be claimed or used by the original purchaser of qualifying equipment. The Rewards Program is non-transferrable. If requested by an authorized John Deere dealer and approved by John Deere, Rewards Program memberships can be combined to achieve a higher Rewards Program status. Combined account examples include, but are not limited to: family members living in the same household, owners of multiple homes, an individual account with the legal owner of a business, and legal owners of multiple businesses.

Authorized John Deere dealers, businesses owned by John Deere dealers or principals, competitive dealers, competitive equipment manufacturers, Government and Public Agencies, and Corporate Business Development Customers of Deere & Company or John Deere Canada ULC (collectively “John Deere”), are not eligible for the Rewards Program.

## **II. CATEGORIES**

The Rewards Program offers five (5) categories of membership including: Silver, Gold, Platinum 1, Platinum 2, and Platinum 3. Detailed benefits for each category can be found at:

- United States – <http://www.johndeere.com/Rewards>
- Canada – <http://www.johndeere.ca/Rewards>

## **III. PARTICIPATION**

### **Qualifying Equipment Purchases**

Qualifying equipment is defined as:

- New, self-propelled, ride-on equipment manufactured by John Deere.
- Excludes all implements, attachments, and accessories.

Qualifying equipment will count towards Rewards Program membership and status regardless of purchase method (finance, cash, lease, etc.). Qualifying equipment must be purchased from an authorized John Deere Dealer, JohnDeere.com (US), JohnDeere.ca (Canada), Lowe's, or Home Depot.

Failure to hold qualifying equipment purchases for 10 months will result in that qualifying purchase no longer counting towards membership status level; as a result, qualifying purchases must be held by the purchasing customer until the first day of the tenth (10<sup>th</sup>) month of ownership.

Equipment will not be eligible for Rewards Program membership status, if the equipment is repossessed by John Deere or an authorized John Deere dealer.

### **Initial Membership**

Your initial Rewards Program membership determined by your purchase or registration is described for each status level below.

If you purchase qualifying equipment from an authorized John Deere dealer, johndeere.com (US), or johndeere.ca (Canada), your membership will begin on date of purchase.

If you purchase qualifying equipment from Lowe's or Home Depot, you must register the warranty at one of the following: at Home Depot, at Lowe's, at a John Deere dealer, via the product registration card, <http://johndeere.com/warranty> (US), or <http://johndeere.ca/warranty> (Canada), in order for the purchase to count towards Rewards Program membership or status level. Your membership with the Rewards Program will begin the date you purchased the first piece of qualifying equipment.

Regardless of Rewards Program membership status or status changes, once a Rewards Program member number is assigned to a customer, that same member number will be associated with and used by the same customer indefinitely.

### **Silver**

An initial Silver membership can begin with the following:

- Register online to receive a twelve (12) month membership beginning on the registration date. No purchase is necessary. Sign-up for free at:
  - United States – <http://www.johndeere.com/Rewards>
  - Canada – <http://www.johndeere.ca/Rewards>

### **Gold**

An initial Gold membership can begin from one the following:

- If, during your initial Silver membership, you purchase one (1) piece of qualifying equipment; or
- If you are not a Rewards member, but make an initial purchase of one (1) piece of qualifying equipment.

Rewards Gold is a twelve (12) month membership from the original purchase.

### **Platinum**

An initial Platinum membership can begin from one the following:

- Make one (1) additional purchase during your initial Gold membership; or

- If you are in your initial Silver membership or are not a Rewards member, purchasing two (2) or more pieces of qualifying equipment; or
- Membership or employment with a Rewards partner, association, or affiliation; or
- Registration at a Rewards show or event.

Rewards Platinum is a twenty-four (24) month membership from the original purchase or registration.

### **Subsequent Memberships**

After the term of your initial Rewards membership, subsequent membership status is determined by your qualifying purchases from the most recent previous membership period.

### **Silver**

Silver status can be earned from one of the following:

- If zero (0) purchases were made in the most recent previous membership period, the subsequent membership status is automatically Silver, also known as “Earned Silver”; or
- Member receives a renewal email near the end of current Silver membership and opts-in for another twelve (12) months of Silver; or
- Membership is currently expired, and member registers to receive a twelve (12) month membership beginning on the registration date.

### **Gold**

Gold status can be earned from one of the following:

- If one (1) purchase was made in the most recent previous membership period, the subsequent membership status is automatically Gold, also known as “Earned Gold”; or
- Membership is currently Silver or expired, and member purchases one (1) piece of qualifying equipment - which upgrades membership to Gold status for twelve (12) months from the purchase date.

Purchases in an Earned Gold status (i.e. Gold with zero (0) pieces of qualified equipment purchased during the current membership period) count towards the current membership period only. Moreover, (2) pieces of qualified equipment purchased within 12 months of each other, but in different membership periods, will not upgrade a subsequent membership to Platinum status.

### **Platinum**

Platinum status can be earned from one of the following:

- If two (2) or more purchases were made in the most recent previous membership period, the subsequent membership status is automatically Platinum, also known as “Earned Platinum”; or
- Membership is currently Silver, Earned Gold, or Expired, and member purchases two (2) pieces of qualifying equipment - which upgrades membership to Platinum status for twenty-four (24) months from the purchase date; or
- Membership is currently Gold with one (1) qualifying purchase in the current membership period, and member purchases one (1) piece of qualifying equipment - which upgrades membership to Platinum status for twenty-four (24) months from the Gold purchase date; or
- Membership or employment with a Rewards Program partner, association, or affiliation; or
- Registration at a Rewards Program show or event.

## **IV. BENEFITS**

A valid Rewards Program membership card must be presented at time of purchase or you must notify the selling John Deere dealer at time of purchase. Rewards discounts can be combined with national offers, except the following programs: Government Direct, CBD, Special Discount, MUD, CWP Associations/Segment Program, and published Golf retail bonus programs.

By joining the Rewards Program and providing a valid email address, you agree that John Deere may send electronic messages related to benefits, discounts, offers, and products. You may unsubscribe from a John Deere email at any time, but you may limit certain Rewards benefits.

### **Equipment Discounts**

Equipment defined as:

- Equipment that is eligible for a Rewards Program discount per the discount structure found at:
  - United States – <http://www.johndeere.com/Rewards>
  - Canada – <http://www.johndeere.ca/Rewards>

Rewards Program equipment discounts are available on select equipment purchases. Rewards discounts can be taken on the unit(s) purchased that qualify for Platinum status. You may earn additional discounts and increased status levels during the current twenty-four (24) month period if you purchase additional qualifying equipment.

*Example: If you initially purchase 2 units January 1, 2015, your discount level for January 1, 2015 – December 31, 2016 is Platinum 1. If in 2015 you purchase an additional 3 units at one time, your discount level at the time of purchase is Platinum 2. Total units purchased during this membership period was 5 units. On January 1, 2017, we determine your second membership status from January 1, 2017 – December 31, 2018. The 5 total units purchased in your previous membership determine a minimum discount level of Platinum 2. Purchasing 3 new units would all receive Platinum 2 discounts.*

Discounts are not retroactive on previously purchased equipment. Equipment returns could affect your Rewards Program membership status and discount level.

### **Home & Workshop Products Discounts:**

Platinum members may receive a 10% off MSRP rebate for select Home & Workshop Products purchased at an authorized John Deere dealer. Members must first activate their card at <http://JohnDeere.com/Activate> (US), <http://JohnDeere.ca/Activate> (CA), or provide a current email address to their John Deere dealer. A rebate form is provided your Platinum monthly email six (6) times per year. Eligible products and exclusions can be found at:

- United States – <http://www.johndeere.com/Rewards>
- Canada – <http://www.johndeere.ca/Rewards>

### **JohnDeereStore.com Discounts:**

Platinum members (US only) may receive a 10% discount off MSRP at JohnDeereStore.com. Members must first activate their card at <http://JohnDeere.com/Activate> (US), or provide a current email address to their John Deere dealer. A coupon code is provided in a Rewards Program, Platinum monthly email six (6) times per year. Eligible products and exclusions can be found at:

- United States – <http://www.johndeerestore.com/>

### **Finance Offer:**

Low-rate offer on select equipment for Platinum members is subject to approved financing from John Deere Financial credit only. Down Payment may be required. Some restrictions apply; other special rates and terms may be available, so see your dealer for complete details and other available financing options. Valid only at participating dealers. Excludes Golf, D100 Series, E100 Series, and 1-5 series Tractors.

#### **Coupons:**

From time to time, Rewards Program will offer coupons only available to Rewards Silver, Gold, and Platinum members. Members must first activate their card at <http://JohnDeere.com/Activate> (US) or <http://JohnDeere.ca/Activate> (Canada), or provide a current email address to their John Deere dealer. Rewards coupons are only available via email and cannot be reprinted, redistributed, or reused.

#### **IV. OTHER TERMS AND CONDITIONS:**

1. **General:** By joining Rewards Program, you specifically acknowledge, agree, and consent to be bound by these Terms and Conditions and the John Deere Privacy Policy. Review our Privacy Policy: [http://www.deere.com/wps/dcom/privacy\\_and\\_data/privacy\\_and\\_data\\_us.page](http://www.deere.com/wps/dcom/privacy_and_data/privacy_and_data_us.page) John Deere reserves the right, in its sole discretion and at any time, to cancel, modify, or restrict Rewards, in whole or in part, or any aspect of Rewards, in whole or in part, including, without limitation, eligible equipment and parts, discounts, offers and membership eligibility. John Deere may take any such action(s) without advance notice. At all times, members are solely responsible for remaining knowledgeable about, and in compliance with, these Terms & Conditions. John Deere in its sole discretion may revoke a member's membership, at any time, from the Rewards Program if such member engages in abuse of Rewards Program or fails to follow the Terms & Conditions of Rewards.
2. **Limitation of Liability:** BY PARTICIPATING IN THE REWARDS PROGRAM, YOU AGREE THAT NEITHER JOHN DEERE, OUR AFFILIATES NOR OUR AUTHORIZED JOHN DEERE DEALERS NOR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF OR DAMAGE TO REVENUE, PROFITS, SAVINGS, GOODWILL OR DATA) (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) REWARDS; (II) THE JOHNDEERE.COM/REWARDS OR JOHNDEERE.CA/REWARDS WEBSITE; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING REWARDS; (IV) ANY UNAUTHORIZED USE OF YOUR CARD OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT REWARDS OR (VI) ANY PRINTING, PRODUCTION, OR OTHER ERRORS IN ANY MEDIUM RELATED TO REWARDS OR; (VII) ANY DELAY OR FAILURE TO CREDIT DISCOUNT LEVELS TO YOUR REWARDS ACCOUNT.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE OR OUR AFFILIATES OR THEIR

REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IN NO EVENT SHALL JOHN DEERE, IT'S AFFILIATES' AND ANY JOHN DEERE AUTHORIZED DEALERS' MAXIMUM COMBINED AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE WHATSOEVER IN ANY CALENDAR YEAR ARISING OUT OF OR IN CONNECTION WITH ANY OF THE MATTERS DESCRIBED ABOVE EXCEED TWENTY-FIVE UNITED STATES DOLLARS (U.S. \$25.00).

IF ANY OF THE FOREGOING LIMITATIONS OF LIABILITY IS FOUND TO BE VOID, INVALID, OR UNENFORCEABLE FOR ANY REASON BY A COURT OR AUTHORITY OF COMPETENT JURISDICTION, THEN SUCH LIMITATIONS OF LIABILITY SHALL BE CHANGED AND INTERPRETED BY SUCH COURT OR AUTHORITY SO AS BEST TO ACCOMPLISH THE INTENT AND THE OBJECTIVES OF THE ORIGINAL PROVISIONS TO THE FULLEST EXTENT ALLOWED BY LAW AND THE REMAINING LIMITATIONS OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT.

3. **Governing Law:** Any claim or dispute arising or relating thereto or otherwise involving the Rewards Program or these Terms and Conditions shall be governed and construed in accordance with that the laws of the State of Illinois (USA), if in the United States and the laws of the Province of Ontario, if in Canada, without regard to its conflict of laws rules. The parties hereby waive any right (a) to a trial by a jury or (b) to participate in a class action in court or in class-wide arbitration, whether as a class representative, class member or otherwise. Except for the Arbitration Provision below, all interpretations of Rewards shall be at the sole discretion of John Deere and will be based upon the English language version.
4. **Mandatory Arbitration:** You expressly agree, as further consideration for your participation in this voluntary program, that any dispute you may have with John Deere arising in connection with Rewards or these Terms and Conditions (other than a dispute concerning the validity or enforceability of this Arbitration Provision) may at the election of either party be resolved by binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA"), if in the United States and the Canadian Arbitration Association ("CCA") if in Canada, pursuant to the rules applicable to the dispute. Any arbitration hearing may be held by submission of documents and/or telephone if the parties so agree; otherwise the hearing will be held at a location reasonably convenient to where you reside or as otherwise agreed to by the parties. The arbitrator shall not consolidate more than one person's claims, and may not otherwise preside over any type of representative or class proceeding.