

Akebono Spring Brake Incentive

TERMS AND CONDITIONS

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. BY CLICKING ON THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE DECISIONS OF AKEBONO (AND ITS AUTHORIZED REPRESENTATIVES) WHICH ARE FINAL AND BINDING IN RESPECT OF THIS OFFER. THIS TRADE PROMOTION IS OPEN ONLY TO LEGAL RESIDENTS OF THE CONTINENTAL UNITED STATES, CANADA, MEXICO, GUATEMALA, HONDURAS, ECUADOR, PERU, CHILE, COLOMBIA, COSTA RICA, PANAMA AND THE DOMINICAN REPUBLIC, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND AT LEAST THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AS OF APRIL 10, 2017, AND WHO ARE EMPLOYED BY A LEGAL REGISTERED RESELLER OR AN AKEBONO AUTHORIZED DISTRIBUTOR OF ONE OF AKEBONO BRAKE CORPORATION'S UNITED STATES, CANADA, MEXICO, GUATEMALA, COLOMBIA, COSTA RICA, PANAMA AND THE DOMINICAN REPUBLIC ENTITIES THROUGHOUT THE PROGRAM PERIOD.

The Akebono Spring Brake Incentive ("Program") is a trade promotion whose benefits are offered at the discretion of Akebono Brake Corporation. Akebono has the right to change, limit, modify or cancel the promotion terms and conditions, assessment criteria, eligible sales/products, and e-gift card availability at any time, with or without notice. Participation in the Program is subject to these terms and conditions and the terms and conditions, rules, policies and procedures (collectively, the "Program Terms") that Akebono may, in its discretion, adopt from time to time. Akebono may amend the Program Terms at any time without notice. Akebono has the sole discretion to interpret and apply the Program Terms. By participating in the Program, Participants represent that they understand and agree to be bound to the Program Terms, as may be modified, and the decisions of Akebono which are final and binding. The Program is void outside the continental United States, Canada, Colombia, Costa Rica, Panama and the Dominican Republic, and where taxed, regulated, restricted or prohibited by law.

ELIGIBILITY: The Program is provided by Akebono Brake Corporation, located at 310 Ring Rd, Elizabethtown, KY 42701 ("Akebono") and is open and offered to employees of Akebono approved resellers (distributors, direct partners or indirect partners) in the continental United States, Canada, Mexico, Guatemala, Colombia, Costa Rica, Panama and the Dominican Republic, who are eighteen (18) years of age or older and at least the age of majority in their jurisdiction of residence as of April 10, 2017. You ("Participant") may only participate in this Program with the prior consent of your employer. Participants must also be employees of the following parties to be eligible to participate in the Program: professionals employed in an independent automotive repair business located in the continental United States, Canada, Mexico, Guatemala, Colombia, Costa Rica, Panama and the Dominican Republic. Participants are limited to independent automotive repair technicians/installers, head technicians/installers and independent automotive repair business owners, shop managers and parts managers who are also technicians/installers. All other parties, including direct marketing resellers, any resellers that prohibit employee participation, prize suppliers, those entities involved in the preparation of materials or content for the Program, and their respective affiliates, parents, subsidiaries, and the employees, officers, directors, shareholders, representatives, agents and contractors of each, and individuals living in the same household of those individuals, whether related or not, are not eligible to participate, are ineligible and will be disqualified. In the event a Participant's employment status

changes making them ineligible for the Program, Akebono reserves the right to provide notice of immediate termination of the Participant from the Program.

PROMOTION PERIOD: The Program begins on April 10, 2017 ("Start Date") at 12:00:01 a.m. in the time zone of each Participant's respective jurisdiction of residence, and ends on May 31, 2017 ("End Date") at 11:59:59 p.m. in the time zone of each Participant's respective jurisdiction of residence (the "Program Period").

HOW TO PARTICIPATE: Log on to www.AkebonoPromo.com ("Website") and register for the Promotion by entering your first and last name, your email address and complete phone number including area code and check the box to confirm that you meet the eligibility requirements as described in these terms and conditions. You will also be prompted to create a password. You are solely responsible for the security of your password. You should take appropriate precautions to maintain the privacy of your password to prevent its unauthorized use. Neither Akebono nor any other person or entity will be responsible or liable for any losses, damages or any consequences you may suffer due to careless or unauthorized use of your password. Upon return to the Website, simply log on with your email address and password. You will not be eligible to earn rewards unless you accept these Terms and Conditions.

For each set of brakes installed/sold during the Program Period, select the UPC and Part Number from the drop down menu and then enter the unique Serial Number. The system will keep track of your total sets sold throughout the Program and dollar 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.

Rewards: For each set of Akebono ProACT®, EURO® or Performance brake kits sold and installed, you will accrue dollar amounts towards an e-gift card at the following levels:

- Sell 3 sets of brake kits and receive US\$5 towards reward card
- Sell 10 sets of brake kits and receive US\$20 towards reward card
- Sell 18 sets of brake kits and receive US\$40 towards reward card

You will be able to choose the retailer of your e-gift card from various top brands including Amazon, Best Buy, Target, etc. Exact brands available to be determined by Akebono, in its sole discretion.

E-gift cards will be distributed at the end of the Program Period and can be used immediately online or in-store. Should any participant not use their virtual e-gift card in a transaction for six (6) consecutive calendar months, the e-card will be deemed to be inactive and all accumulated dollars will be forfeited. All e-gift cards are subject to certain terms and conditions as specified by issuers. A complete list of available e-gift cards will be posted on www.AkebonoPromo.com.

The e-gift cards are not refundable, replaceable, or transferable for cash, credit, or other rewards under any circumstances. Neither an employer nor any other third party may claim the e-gift card on behalf of the Participant. E-gift cards awarded under the Program may not be re-sold, bartered, or exchanged for other goods or services. Rewards in the Program are subject to change due to unforeseen

circumstances. E-gift cards may not be redeemed for cash or its equivalent. E-gift cards are not transferable except with the prior written approval by Akebono.

Rewards are void if (i) not obtained in accordance with these Terms and Conditions; or (ii) credits are obtained or redeemed as the result of or in connection with a sale or other method which we determine, in our sole discretion, is in violation of these Terms and Conditions. You should save proof of sale/installation of each brake set for at least sixty (60) days after the transaction date as it may be necessary to submit it later for verification. We reserve the right to reverse credits previously credited to your account, if, upon our request, you cannot properly verify the sale/installation.

PROGRAM TERMINATION:

Unless an earlier termination or cancellation is provided herein, Akebono has the right to terminate the Program by providing written notice to all Participants two (2) weeks in advance of Program termination by posting a Notice of Termination on www.AkebonoPromo.com. Akebono will also send an email communication to all then-current program Participants using the contact information provided on Registration. Any questions may be directed to Akebono's promotion Administrator.

USE OF PERSONAL INFORMATION:

Personal information submitted while participating in the Program will be used only to contact participants in relation to the program. Such personal information will not be used for any other purpose. Personal information means any information that may be used to identify any individual including, but not limited to, a first and last name, an email address, a home, postal or other physical address, other contact information, a title, a birth date, such individual's gender, occupation or industry, or other information needed to meet the obligations of the Program. If the Participant accepts the terms and conditions of this program, the Participant grants to Akebono an irrevocable right to print, reproduce, publish, use, edit, adapt, display, broadcast and/or modify worldwide in any way, in any and all media, now known or hereinafter developed (without compensation to Participant), including, but not limited to, the World Wide Web and the Internet, at any time(s), the Participant's name, portrait, picture, likeness, and biographical information, as news, information and for advertising and promotional purposes without additional compensation or review.

WARRANTY:

EXCEPT FOR WARRANTIES AND CONDITIONS IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, AKEBONO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM OR THE QUALITY OR SUITABILITY OF THE REWARD. Certain legislation may imply conditions or warranties, which cannot be excluded, restricted or modified except to a limited extent. In this event, Akebono's liability is limited to the supply of an equivalent Reward. LIMITATIONS OF LIABILITY: BY ACCEPTING THESE TERMS AND CONDITIONS OR BY PARTICIPATING AND ACCEPTING A REWARD, EXCEPT FOR LIABILITY UNDER STATUTE WHICH CANNOT BE EXCLUDED, EACH PARTICIPANT AGREES THAT AKEBONO, ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY PARTICIPANT AGAINST ANY CLAIMS, LIABILITY, OR CAUSE OF ACTION FOR ANY INJURY (INCLUDING DEATH), LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING WITHOUT LIMITATION PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR

INDIRECTLY, FROM THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE REWARD, PARTICIPATION IN THIS PROGRAM, OR PARTICIPATION IN ANY PROGRAM OR REWARD RELATED ACTIVITY. FOR THE AVOIDANCE OF DOUBT, NOTHING HEREIN EXCLUDES OR LIMITS THE AKEBONO'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. SUBJECT TO THE PRECEDING SENTENCE, PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY AND ALL CLAIMS IN CONNECTION WITH THE USE OR MISUSE OF THE REWARD WILL NOT BE MADE AGAINST AKEBONO.

MISCELLANEOUS:

Without limiting the foregoing, Participants also acknowledge and agree to the following: Akebono reserves the right to disqualify any Participant if Akebono determines that Participant is ineligible, or if Participant's participation in the Program or receipt of an e-gift card violates the relevant country, federal, local, territorial or provincial laws, or these Terms and Conditions. Likewise, Akebono reserves the right (a) to disqualify any Participant Akebono suspects of fraud, abuse or other unlawful conduct, and (b) to disqualify any Participant who Akebono believes has purchased products in violation of Akebono's Distribution Channel Policies.

Neither Akebono, its fulfillment house(s), Reward suppliers/merchants, nor other Akebono authorized representatives will be responsible for lost, late, damaged, destroyed, undelivered, incomplete, invalid, illegible, fraudulent, or misdirected communications, or any other information supplied or received hereunder; for failed, partial, or garbled computer transmissions; or for technical failures of any kind, including but not limited to electronic malfunctioning of any network, hardware, software, electronic, or human error that may occur in relation to this Program, including but not limited to any information used or exchanged in this Program.

By participating in this Program or accepting a Reward, Participants agree to release and hold harmless each of Akebono, its Akebono Authorized Distributors, fulfillment house(s), e-gift card suppliers/merchants, nor other Akebono authorized representatives, their respective subsidiaries, divisions, related companies, and all of their respective officers, directors, employees, representatives, contractors and agents, from and against, any and all alleged and actual claims and causes of action whatsoever Participant may have, or which may arise, against any of them for any loss and liability for any matter, cause or thing whatsoever, including but not limited to any personal injury, bodily injury (including but not limited to wrongful death), property damage, or loss or damage of any other kind, whether direct, compensatory, incidental or consequential, arising in whole or in part, directly or indirectly, from Participant's participation in the Program and/or Program related activities, acceptance, possession, use or misuse of a Reward in the Program, and any loss, destruction, delay, interruption, modification or cancellation of all or any element of the Program for any reason, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, delays of commercial carriers, restraints of public authority or for any other reason, similar or dissimilar, beyond the reasonable control of Akebono. Akebono reserves the right, at its sole discretion, to cancel or suspend the Program should viruses, bugs, unauthorized human intervention, or other causes beyond the control of Akebono, in the company's sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Program. Nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the day- to-day activities of the other; (ii) constitute the parties as

partners, joint venturers, principal and agent, employer and employee, co-owners or participants in a joint undertaking; or (iii) allow Participant to create or assume any obligation on behalf of Akebono.

Except where prohibited by law, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the UNITED STATES, CANADA, MEXICO, GUATEMALA, COLOMBIA, HONDURAS, ECUADOR, PERU, CHILE, COSTA RICA, PANAMA AND THE DOMINICAN REPUBLIC. Should there be a conflict between the laws of these countries and any other laws, the conflict will be resolved in favor of the laws of the each specific country, provided that either party may bring an action before any court of appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights and confidential information. Akebono reserves the right to cancel or modify this Program as determined by Akebono in its sole discretion. Any modification of these Program Terms shall be communicated to the Participants by posting on the Akebono Website at www.AkebonoPromo.com. Void where prohibited. Please check these Program Terms frequently, as Akebono may from time to time unilaterally amend the Program Terms by posting revised language. The most up-to-date version of these Program Terms will always be available for your review at www.AkebonoPromo.com. The submission of false, incomplete, or misleading claims in connection with the Program may constitute mail or wire fraud, which are criminal offenses, and may violate federal, territorial or provincial laws as well.

IMPORTANT NOTICE:

You are solely responsible for confirming that you have your employer's permission to participate in the Program. Fringe Benefits Tax is the responsibility of the participant.

All Participants are responsible for compliance with any and all laws, rules, regulations, employment, contractual limitations, and employer's policies regarding Participant's eligibility to participate and/or receive Reward(s) in this and similar programs and promotions. If an individual is participating in violation of their employer's policies, that individual and its employer may be disqualified from this Program and/or from receiving a Reward. Akebono disclaims any and all liability or responsibility for disputes arising between an individual and their employer related to this matter.

PRIVACY POLICY: <http://akebonobrakes.com/privacy-policy>

PROGRAM PROVIDED BY: Akebono Brake Corporation, 310 Ring Rd, Elizabethtown, KY 42701

CONTACT US: You may direct any questions, complaints or claims with respect to the Program to: PromoCustomerService@theregangroup.com.