

## MaxRewards Rules and how you earn points.

1. Earn MaxRewards points for the money you spend on Track Days or on goods and services purchased through the MaxSpeed Online Store. Points are calculated on a 1 for 1 basis. If your purchase costs \$350 you earn 350 MaxRewards points. \*

2. Earn MaxRewards points for referring a friend: If you refer a friend to MaxSpeed Track Days and they list your name in the "How did you hear about MaxSpeed Track Days?" box during registration, YOU earn MaxRewards points on a 1/2 for 1 basis. If the event they register for costs \$350 you earn 175 MaxRewards points. MaxRewards referral points only apply to NEW MaxSpeed Customers. \* (If your friend is an existing MaxSpeed customer, no referral points will be awarded.)

3. MaxRewards points never expire and points carry over from year to year. Points are accumulated until you've earned 1000 points. At that time, we will send you a \$100 VISA Gift Card to spend as you choose.

\*MaxSpeed Track Days, LLC reserves the right to alter or discontinue the points award or redemption process as it deems necessary. Notifications of any such changes, or discontinuation will be publicized here on our website. Additionally, NEW rewards categories and items may be added to the MaxRewards program in the future. \*

\*The legal disclaimer\*

By registering for a MaxSpeed Track Day or purchasing goods and services through the MaxSpeed Store the "Customer" (That's you) and the "provider" (That's us) hereinafter referred to as "The Parties" enter into the following agreement.

The Parties hereto agree that MaxSpeed Track Days, LLC will have the final say in any and all MaxRewards Loyalty points related disputes and the MaxSpeed tabulation of points is accepted by the parties.

\*The Parties agree that Taxes are not included in points tabulation and if there are credit card processing fees or handling fees associated with your order, your earned points will be reduced based on the associated fees. For example, if the purchase is \$350 and credit card fees are 3.25% = \$11.375 you will earn 339 MaxRewards points. (Rounded up from 338.625)\*

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The Parties agree that any and all claims, controversies or disputes arising from or related to this Agreement, including, but not limited to those claims, controversies or disputes pertaining to the formation, construction, performance, applicability, interpretation, enforceability, or breach of this agreement, or any claim or assertion that all or part of this agreement is void or voidable, shall be settled by binding arbitration in accordance with the rules of the Georgia Bar Association. [If good faith negotiations among the parties do not resolve such claim, dispute or other matter within 60 days and the parties have not elected to submit such claim, dispute or other matter to mediation]. Further, venue for the arbitration proceeding shall be in the City of Gainesville, Georgia. The Parties hereto also agree that any award tendered by the arbitrator may be entered as a judgment in the Hall County, Georgia District Court and enforceable as an order of said court and the Parties hereby submit to the venue and jurisdiction of that court for purposes of enforcement of any arbitration award. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Georgia Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.