

**Falken Spiff
Terms and Conditions**

1. All persons must be 18 years of age or older to participate.
2. Registered persons must submit completed and signed W9 form.
3. All participants will be responsible for all taxes on money earned and participants will be issued a 1099 form where applicable.
4. Dealer identified as online retailers/aggregators are not eligible to participate in the Spiff program.
5. Only Sales Associates currently employed by authorized dealers may participate in the Spiff program.
6. All participants are responsible for entering their own claims from his/her personal sale and may not submit claims for sales made by another person.
7. All claims must be entered on-line.
8. Tires must be sold to end user (consumer) and must be mounted/installed on the consumer vehicle.
9. All claims will be validated and require copy of consumer sales receipt with machine generated proof of purchase and sale must include installation and applicable taxes.
10. Consumer invoices reflecting a cash sale transaction: the claim submission must include dealer's purchase invoice from their distributor. The Distributor invoice must include the actual claimed consumer tire purchase details with quantity purchased and be dated no farther back than 45 days from the claimed consumer invoice date.
11. Invoice must contain the following information:
 - a. Consumer name
 - b. Consumer contact information (valid phone number or address)
 - c. Falken tire description
 - d. Number of tires sold
 - e. Proof of installation
 - f. Consumer cost of purchase
 - g. Proof of payment
12. Maximum amount of 5 units per invoice are eligible for PCR claims (set plus full-size spare). Maximum amount of 7 units per invoice are eligible for Dual Rear Wheel, Light Truck claims (set plus full-size spare). Invoices with a unit count that exceeds the maximum amount requirement are not valid.
13. An invoice/ receipt that does not reflect the required consumer, product and purchase information will not be accepted for validation of claim.
14. Total number of units eligible for spiff claims from all participants from an eligible dealer cannot exceed the total number of eligible tires sold by that account and reported by the Fanatic distributor within the past 12 months of claim submission.
15. This is a retail spiff. Wholesale sales are not valid.
16. Warranty and Road Hazard claims are not valid.
17. Rewards are paid in the form of a virtual or reloadable debit card in US Dollars.
18. No cash refunds.
19. Tampering with, altering or falsifying purchase information constitutes fraud.
20. Falken reserves the right to confirm the identity of purchase and verify purchase details and any irregularities may result in disqualification from this and future spiff promotions.
21. All decisions made by Falken Tire (or its authorized representatives) relating to the validity of any claims are final and binding.
22. Falken Tire reserves the right to modify or discontinue this program or current promotion at any time for any reason.
23. Falken Tire is not responsible for any lost, late, stolen, damaged, misdirected, incomplete or illegible submissions or undeliverable mail.
24. Please retain copies of the materials submitted.
25. **General Release:** By redeeming any rewards, you release Falken Tire and its affiliated and successor corporations, their directors, officers, shareholders, employees and other agents, professional advisors, advertising and promotion agencies, service providers and Falken Tire Dealers and Distributors from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the rewards cards or the delivery, mis-delivery, acceptance, possession, use of or inability to use the rewards cards or any portion thereof (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.