



NITTO[®]
ENTHUSIAST
CIRCUIT

WELCOME!
EXPERIENCE TEAM NITTO. REACH NITTO ENTHUSIASTS.

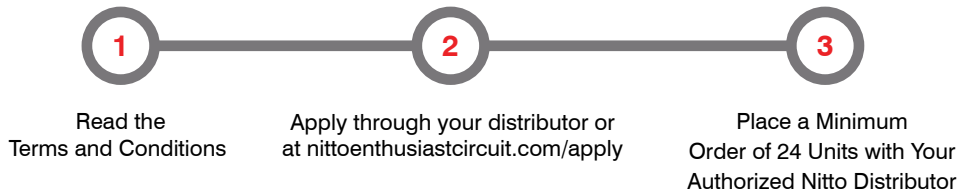
NITTO®

ENTHUSIAST

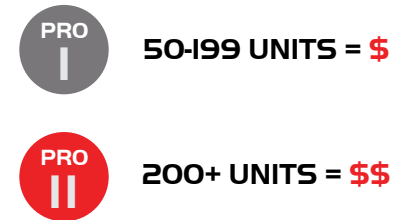
CIRCUIT

WELCOME TO THE NITTO ENTHUSIAST CIRCUIT. NITTO IS EXCITED TO PARTNER WITH DEALERS THAT ARE CAR ENTHUSIASTS AND PASSIONATE ABOUT NITTO TIRES. THE NITTO ENTHUSIAST CIRCUIT OFFERS SUPPORT TO INDEPENDENT DEALERS THROUGH VOLUME REBATES, BRANDED POP AND MATERIALS, AND EXCLUSIVE NITTO EXPERIENCES. WE INVITE YOU TO BE A PART OF TEAM NITTO!

GETTING STARTED



REBATE TIERS



FEATURES & BENEFITS

	ENROLLED	PRO I	PRO II
Eligibility ¹	Initial order of 24 qualifying units	50 units quarterly	200 units quarterly
Primary and Secondary Distributors	✓	✓	✓
Volume Rebates		\$4 base per eligible tire plus bonuses ²	\$6 base per eligible tire plus bonuses ²
Nitto Communications ³	✓	✓	✓
Dedicated Customer Support	✓	✓	✓
Online Account with Analytics	Limited	✓	✓
Welcome Box with Nitto Materials ⁴		✓	✓
Listed as an Authorized Nitto Dealer on nittotire.com ⁵		✓	✓
POP Materials		Basic	Upgraded
Exclusive Nitto Branded Products		Basic	Limited Edition
Exclusive Nitto Events			By Invitation
Exclusive Nitto Experiences			By Invitation
Training Tools & Resources	Coming Soon		

¹ Qualifying units are any Nitto Tire U.S.A. Inc. products sold to the participating Enthusiast Circuit Member by a participating Distributor, including products that may be exclusive to Distributor, subject to the Terms and Conditions for participation in the Nitto Enthusiast Circuit.

² Every eligible Nitto product earns a base payout of \$4 for Pro I dealers and \$6 for Pro II dealers. Each quarter, Nitto will feature products with additional bonuses of \$1 to \$4. Volume rebates only apply to Nitto Tire U.S.A. Inc. products that are not exclusive to a particular Distributor.

³ From time to time, Nitto may send you email messages about new product releases and program updates.

⁴ Upon your first qualification for Pro I (after your first time purchasing 50 or more units in a quarter) we will send you the Enthusiast Circuit welcome box with Nitto brochures, catalogs, magazines, counter mat, and other Nitto materials for your store.

⁵ Nitto updates the dealer finder at nittotire.com once per quarter. The dealer's address, business name, and other contact information is provided by the dealer to Nitto and must be accurate.

TIRE REBATES

BONUS REBATES	
RECON GRAPPLER	+ \$4.00
NOMAD GRAPPLER	+ \$4.00

Enthusiast Circuit Dealers can earn an additional \$4 per unit when they reach Pro I or Pro II when they purchase a minimum of 50 units from their designated distributors.

REBATE TIERS



50+ UNITS = \$



200+ UNITS = \$\$

BASE REBATES	PRO I	PRO II
UHP	\$4.00	\$6.00
COMPETITION	\$6.00	\$8.00
LTR	\$5.00	\$7.00
SUV/CUV	\$4.00	\$6.00

In response to the voice of Nitto's Enthusiast Circuit members, minimum payouts of \$4 for Pro-I and \$6 for Pro-II will be guaranteed through December 31, 2022. Each quarter, specific patterns will be featured with added bonus payouts.

UHP: Motivo, NT420S, Invo, NT05, NT555 G2, NT555, Neogen

Competition: NT05R, NT01, NT555R, NT555RII

LTR: Mud Grappler, Trail Grappler, Ridge Grappler, Terra Grappler G2, Terra Grappler, Exo Grappler, Dune Grappler, Dura Grappler, Recon Grappler

SUV/CUV: Nomad Grappler, NT420V, NT421Q

Tire Rebates valid for April 1, 2022 to June 30, 2022

CONTACT US



(888) 290-1308



SUPPORT@NITTOENTHUSIASTCIRCUIT.COM

TERMS AND CONDITIONS

Effective January 1, 2022.

Please read these terms and conditions carefully. By participating in the Nitto Enthusiast Circuit associate dealer program, you agree to be bound by these Terms and Conditions. Nitto Tire reserves the right to change or amend any part of these Terms and Conditions with or without notice.

Application and Enrollment

Dealer Qualifications

1. Only Nitto Tire U.S.A. Inc. ("Nitto Tire") Associate Dealers are eligible to apply for the Enthusiast Circuit program (the "Program" or "EC"). An "Associate Dealer" ("Dealer" or "Enthusiast Circuit Member") is a Nitto Tire dealer, enrolled in the Program based solely on approval by Nitto Tire at its sole discretion, that purchases Nitto branded tires ("Product") from a Direct Nitto Dealer. A "Direct Nitto Dealer" ("Distributor") is a Nitto Tire dealer that purchases Product directly from Nitto Tire. Direct Nitto Dealers are not eligible to apply for the Program.
2. Businesses with multiple entities, DBA's, shell companies, or subsidiaries may only apply as a single organization. Each business entity is subject to these terms and conditions as an individual Enthusiast Circuit Member and is considered a single Dealer that may have one or more physical storefront locations.
3. To apply for the Program, the Associate Dealer must submit an online application published by Nitto Tire, or a physical application approved by Nitto Tire. An application may be submitted by proxy by the Dealer's Distributor ("Proxy Application") or by an authorized owner, manager, or employee of the dealer. Applications must be received by Nitto Tire prior to the final day of business of a calendar quarter to be eligible for purchases made by the Dealer in that calendar quarter.
4. To be eligible to apply to the Program, the Associate Dealer must purchase a minimum of twenty-four (24) units of Product ("Minimum Application Order") from its Primary or Secondary Distributor (as defined herein). For purposes of the Program, the term "Purchased" shall mean Product shipped and invoiced to the Associate Dealer or Enthusiast Circuit Member (as defined below), as applicable. Minimum Application Order must be made within the current calendar quarter or the previous calendar quarter from the time of submission of the Program Application. Nitto may waive the Minimum Application Order for any Dealer at its sole discretion.
5. Dealers with multiple retail locations must disclose the number of retail locations during the application process. A retail location is defined as a single address of a physical store where a consumer may purchase products and have product installed on their vehicle.
6. Participation in the Program is subject to Nitto Tire's final approval and may be revoked or altered at any time, with or without notice, at Nitto Tire's sole discretion.

Participation Conditions

Primary and Secondary Distributor Selections

1. The Enthusiast Circuit Member must appoint one primary participating Direct Nitto Dealer ("Primary Distributor") from which the Enthusiast Circuit Member shall purchase at least 80% of Products under the Program. The Enthusiast Circuit Member may also choose to select a secondary participating Direct Nitto Dealer ("Secondary Distributor") from which the Enthusiast Circuit Member may purchase up to 20% of Products under the Program. The Enthusiast Circuit Member's initial appointment of the Primary Distributor and if applicable, the Secondary Distributor, shall be referred to herein as the "Selection."

TERMS AND CONDITIONS (CONT.)

2. The Enthusiast Circuit Member may request to change to a new Primary Distributor or Secondary Distributor only after participating in the program for a minimum of twelve (12) months and failing to earn Benefits (as detailed below) for three consecutive calendar quarters ("First Transfer"). After the First Transfer and for any subsequent transfer, the Enthusiast Circuit Member may request to change to a new Primary Distributor or Secondary Distributor only after twenty-four (24) months from the date of the First Transfer or any subsequent transfer, whichever is more recent, as applicable.
3. The Enthusiast Circuit Member's selection of or request to change the selection of a Primary Distributor or Secondary Distributor is subject to the approval of the Enthusiast Circuit Member's applicable Nitto Tire Regional Sales Manager ("RSM") and the Nitto Tire Vice President of Sales ("VP of Sales" or "VP, Sales").
4. Should Nitto engage a new distribution partner (a "New Distributor") that (i) was not available as a Primary Distributor or Secondary Distributor at the time of the Selection, and (ii) the New Distributor agrees to participate in the Program, the Enthusiast Circuit Member, who is not eligible to change its Primary Distributor and/or Secondary Distributor (i.e., it has been less than 24 months since the Selection), may make a request to Nitto change their Primary Distributor and/or Secondary Distributor to the New Distributor. Nitto, in its sole and absolute discretion, may approve the change request and shall decide and notify the Enthusiast Circuit Member when the change takes effect.
5. Only Product purchased through the Dealer's Primary Distributor or Secondary Distributor is eligible for rewards in the Program. Any product obtained through any other Distributor or source is not eligible for rewards in the Program.

Dealer Participation Requirements

1. Dealers that primarily sell online, operate as wholesalers, sell product to customers other than an end consumer, and any other action that would qualify the dealer as a wholesaler or distributor, are disqualified from participation in the program. Any dealer participating in these or similar actions after enrollment may be terminated from the program and will receive no benefits, rewards, or rebates.
2. All advertising that a Dealer conducts of Nitto Product must abide by the Nitto Tire U.S.A. Inc. Minimum Advertised Price (MAP) Policy available at www.nittotire.com/map-policy. Any violations of the MAP Policy may result in Dealer being terminated from the program and will receive no benefits, rewards, or rebates.
3. Upon enrollment, the Dealer must continue to purchase, market, and sell Nitto Product to end consumers. Any Dealer that does not continue to purchase and sell Nitto Product may be terminated from the Program.
4. At the request of Nitto, the Dealer must participate in training programs as they are made available.
5. The Dealer must offer high quality passenger and light truck services to consumers, including but not limited to tire mounting, balancing, and installation.
6. The Dealer must offer warranty support in accordance to Nitto's Limited Warranty & Owner's Manual, available at nittotire.com.
7. An Enthusiast Circuit Members must purchase a minimum total of 50 units of Product in a calendar quarter by the Distributors invoice date submitted to Nitto Tire as a Claim Submission (as defined below) to be eligible for that quarter's Program Benefits. Eligible Product purchases are only those made by an Enthusiast Circuit Member from the Enthusiast Circuit Member's Primary Distributor or Secondary Distributor which are submitted to Nitto Tire as a Claim Submission (as defined below).

TERMS AND CONDITIONS (CONT.)

8. Nitto Tire shall rely solely on the Claim Submissions (as defined below) from the Enthusiast Circuit Member's Primary Distributor or Secondary Distributor to verify the satisfaction of the above applicable Participation Conditions and/or any other applicable terms and conditions set forth herein (collectively "Program Terms and Conditions").

9. Nitto Tire reserves the right to immediately terminate from the Program any Enthusiast Circuit Member or Distributor (including the Program participation or Enthusiast Circuit Member selection thereof) at its sole and absolute discretion, with or without notice.

10. Product that is purchased through a secondary supply transfer program or through other private agreements with Nitto Tire, are not eligible for Program Benefits.

Program Benefits and Rewards

1. Payouts, incentives, Nitto materials, and other benefits of the Program (individually "Program Benefit" or "Benefit", collectively "Program Benefits" or "Benefits") shall be determined by Nitto Tire in its sole and absolute discretion, and may be removed, cancelled, revoked, or changed at any time, with or without notice.

2. The default method of issuing Program Benefits will be via re-loadable Visa Debit Card issued after the Dealer's first qualifying quarter. Dealers also have the option to set up direct deposit to their business's bank account.

3. For each calendar quarter, the Enthusiast Circuit Member will be categorized into the Pro-I or Pro-II (also "Pro-1" or "Pro-2") Program tiers (individually and collectively "Program Tier" or "Program Tiers"), based upon the number of units of Product purchased by the Enthusiast Circuit Member and reported by its Distributor or Distributors.

3.1. The Enthusiast Circuit member will be categorized into a Program Tier according to the Program Tiers' required Product units purchased specified by and determined by Nitto Tire.

3.2. Nitto Tire reserves the right to assign a Program Tier to the Enthusiast Circuit Member at its sole discretion, apart from Product unit purchases specific by Program Tiers, regardless the number of units of Product purchased by the Enthusiast Circuit member and reported by its Distributor or Distributors.

4. Products and Product Claims (as detailed below) that are ineligible for any Program Benefits:

4.1. Product sold to any party other than an end user.

4.2. Product sold to a commercial business, for commercial purposes, or through a commercial sales channel.

4.3. Product returned for any reason.

4.4. Product purchased from any source other than the Enthusiast Circuit Member's Distributor or Distributors.

5. Nitto Tire reserves the right to adjust the Enthusiast Circuit Member's Program Tier classification at Nitto Tire's sole discretion, and to receive an immediate refund from Enthusiast Circuit Member and/or offset against any future Program Benefits earned by the Enthusiast Circuit Member at Nitto Tire's sole discretion for any Program Benefit provided by Nitto Tire to the Enthusiast Circuit Member based upon:

5.1. Product that is later returned for any reason.

5.2. Product tier that is earned based on purchases from the Enthusiast Circuit Member's Distributor or Distributors that is to be sold at multiple locations owned by the Enthusiast Circuit Member that are:

5.2.1. Not under a separate agreement between the Enthusiast Circuit Member and Nitto Tire for enrollment in the Program that may or may not specify custom Program Tiers distinct from that of the Program.

5.2.2. Not enrolled as separate Enthusiast Circuit Members in the Program.

5.3. Fraudulent or inaccurate Claim Submission.

TERMS AND CONDITIONS (CONT.)

5.4. Any false information provided to Nitto Tire by the Enthusiast Circuit Dealer and/or its Distributor or Distributors.

5.5. Any Product Claim that is ineligible for any Program Benefits (as described in section 3.3 above).

6. The provision of any Program Benefit is conditioned upon the Enthusiast Circuit Member's full compliance with Program Conditions, any other Program rules or provisions, and any other Nitto Tire policies and rules.

Claim Submission

1. Distributors must complete and submit a Program claim submission (individually a "Claim", collectively "Claim Submission" or "Claims") regularly at a frequency agreed upon by Nitto Tire and the Distributor for any purchases made by Enthusiast Circuit Members that have selected it as a Primary Distributor or a Secondary Distributor since the last Claim Submission, or for a date range specified by Nitto Tire.

2. Claim Submissions for Product purchases occurring in each calendar quarter must be submitted to Nitto Tire in the format and submission method specified herein by the fifteenth (15th) of the month following the end of the calendar quarter (in each quarterly instance, the "Claim Submission Deadline").

2.1. Claims not submitted by the Claim Submission Deadline will be deemed late and may not be accepted for Program Benefits at the sole discretion of Nitto Tire.

3. Claim Submissions shall be in a format determined by Nitto Tire or its appointees.

3.1. Claims not conforming to the specified format may be rejected and not counted towards Program Benefits.

4. Completed Claim Submissions shall be submitted by the Distributor to the Program website, secure server, or other method as directed by Nitto Tire.

5. Claims not received by Nitto Tire by the Claim Submission Deadline or incomplete Claim Submissions will not be accepted, and Nitto Tire will not provide the Enthusiast Circuit Member any Program Benefits with respect to such Claim Submissions.

6. Nitto Tire shall not be responsible or liable to Enthusiast Circuit Member for any failure by any Distributor to submit, submit in correct format as specified by Nitto Tire, or timely submit in accordance to Nitto Tires Claim Submission Deadline any Claims otherwise eligible for Program Benefits.

7. Nitto Tire shall not be responsible or liable to Enthusiast Circuit Member for any Claim Submission with any false or inaccurate information contained therein.

8. Any Claim Submission of any false, inaccurate, or fraudulent Claims disqualifies the Enthusiast Circuit Member from the Program and may have its enrollment in the Program terminated at Nitto Tire's sole discretion.

9. Nitto Tire reserves the right to audit all Claim Submissions and request additional supporting information and/or documentation from the Enthusiast Circuit Member and its Distributor or Distributors.

Other Nitto Enthusiast Circuit Information

1. Dealers with multiple storefront locations are eligible for the Program, provided they adhere to all other Terms and Conditions, would otherwise be eligible for the Program, and receive additional approval from Nitto. Multiple locations are defined as storefronts that share any of the following: (a) a unique bill-to identifier used by the dealers Distributor, or (b) a federal tax identification number. Dealers with multiple storefront locations that enroll in the program function under a single account and share (a) Primary Distributor and Secondary Distributor selections, (b) all program benefits, and (c) a single volume rebate payment per program period.

TERMS AND CONDITIONS (CONT.)

2. Nitto Tire has the right to terminate, amend, or modify the Program, Terms and Conditions, any qualifications, and any Benefits at any time, in its sole discretion, with or without notice, and for any or no reason. Therefore, you should review these Terms and Conditions and any applicable policies, rules, qualifications, and provisions frequently on <http://nittoenthusiastcircuit.com> or other such location as identified by Nitto Tire, to understand the terms, conditions, policies, rules, qualifications, and provisions of that apply to the Program.

3. These Terms and Conditions and all elements of the Program will be interpreted, construed and enforced, and governed in all aspects in accordance with the exclusive jurisdiction and laws of the State of California. Any cause of action arising under or relating to these Terms and Conditions will be brought exclusively in a court in Los Angeles, California.