

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

Effective Date: January 1, 2017

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

I. ELIGIBILITY

Territory

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

Membership

GreenFleet membership benefits can only be claimed or used by the original purchaser of qualified equipment. GreenFleet is non-transferrable. Membership or purchases cannot be combined between different individuals or entities (e.g. personal membership and business membership). Membership benefits cannot be applied from a parent corporation to its subsidiaries.

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

II. CATEGORIES

GreenFleet 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/GreenFleet>
- Canada – <http://www.johndeere.ca/GreenFleet>, RecompensesJohnDeere.ca

III. PARTICIPATION

Qualified Equipment Purchases

Qualified equipment is defined as:

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

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

Failure to hold qualified equipment purchases for 10 months will result in that qualified purchase no longer counting towards membership status; as a result, qualified equipment purchases must be held by the purchasing customer until the 1st of the 11th month following the date of purchase.

Equipment will not be eligible for GreenFleet membership status, if the purchasing customer defaults in its obligations to John Deere or an authorized John Deere dealer or fails to maintain possession of the qualified equipment (e.g. equipment is repossessed).

Initial Membership

Your initial GreenFleet membership, determined by your qualified equipment purchases or registration, is described below for each status level.

Your membership with GreenFleet will begin the date you purchased the first piece of qualified equipment.

If you purchase qualified equipment from an authorized John Deere dealer, johndeere.com (US), or johndeere.ca (Canada), your qualified purchase will count towards GreenFleet eligibility as of the date of purchase.

If you purchase qualified 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 qualified purchase to count towards GreenFleet eligibility.

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

Silver

An initial Silver membership can begin as follows:

- 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/GreenFleet>
 - Canada – <http://www.johndeere.ca/GreenFleet>

Gold

An initial Gold membership can begin as follows:

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

GreenFleet Gold is a twelve (12) month membership commencing from the date of the initial purchase of qualified equipment.

Platinum

An initial Platinum membership can begin as follows:

- If during your initial Gold membership you make one (1) additional purchase of qualified equipment;
- If during your initial Silver membership or if you are not a GreenFleet member, purchasing two (2) or more pieces of qualified equipment;
- Membership or employment with a GreenFleet partner, association, or affiliation; or
- Registration at a GreenFleet show or event.

GreenFleet Platinum is a twenty-four (24) month membership commencing from the date of the initial purchase or qualified equipment of the date of registration or the date that you become a member of or employed by a GreenFleet partner, association, or affiliation.

Subsequent Memberships

Upon the expiration of the term of your initial GreenFleet membership, subsequent membership status is determined by your qualified equipment purchases from the most recent previous membership period.

Silver

Silver status can be earned from one of the following:

- If zero (0) purchases of qualified equipment were made in the most recent previous membership period, the subsequent membership status is automatically Silver, also known as “Earned Silver”;
- 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 of qualified equipment 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 qualified 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 of qualified equipment were made in the most recent previous membership period, the subsequent membership status is automatically Platinum, also known as “Earned Platinum”;
- Membership is currently Silver, Earned Gold, or Expired, and member purchases two (2) pieces of qualified equipment - which upgrades membership to Platinum status for twenty-four (24) months from the purchase date;

- Membership is currently Gold with one (1) qualified purchase in the current membership period, and member purchases one (1) piece of qualified equipment - which upgrades membership to Platinum status for twenty-four (24) months from the Gold purchase date.
- Membership or employment with a GreenFleet partner, association, or affiliation, ; or
- Registration at a GreenFleet show or event.

IV. BENEFITS

A valid GreenFleet membership card must be presented at time of purchase or you must notify the selling John Deere Dealer of your membership status at time of purchase. GreenFleet 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.

Equipment Discounts

Equipment defined as:

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

GreenFleet equipment discounts are available on select equipment purchases. GreenFleet 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 Qualified 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 will affect your membership status and discount level.

Workshop Products Discounts:

Platinum members may receive a 10% discount off MSRP for 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 coupon code is provided in your Platinum monthly email six (6) times per year. Eligible products and exclusions can be found at:

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

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 your 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 finance offers on select equipment for Platinum members are 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 D100 series, S240, X300 series, Z200 series, Z400 series, and Golf products.

Coupons:

From time to time, GreenFleet will make coupons available to GreenFleet Silver, Gold, and Platinum members only. 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. GreenFleet coupons are only available via email and cannot be reprinted, redistributed, or reused.

IV. OTHER TERMS AND CONDITIONS:

1. **General:** By joining GreenFleet, 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 John Deere reserves the right, in its sole discretion and at any time, to cancel, modify, or restrict GreenFleet, in whole or in part, or any aspect of GreenFleet, 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 in GreenFleet, at any time, if such member engages in abuse of GreenFleet or fails to follow the Terms & Conditions of GreenFleet.
2. **Limitation of Liability:** BY PARTICIPATING IN GREENFLEET, 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) GREENFLEET; (II) THE JOHNDEERE.COM/GREENFLEET OR JOHNDEERE.CA/GREENFLEET WEBSITE; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING GREENFLEET; (IV) ANY UNAUTHORIZED USE OF YOUR CARD OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT GREENFLEET OR (VI) ANY PRINTING, PRODUCTION, OR OTHER ERRORS IN ANY MEDIUM RELATED TO GREENFLEET OR; (VII) ANY DELAY OR FAILURE TO CREDIT DISCOUNT LEVELS TO YOUR GREENFLEET 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 GreenFleet 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 GreenFleet 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 GreenFleet 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.