

2020 MERCEDES-BENZ DEALER CHAMPIONSHIPS PROGRAM RULES

By participating in Mercedes-Benz USA, LLC's ("MBUSA") 2020 Mercedes-Benz Dealer Championships ("MBDC") golf program, each participating dealership, golfer, charity, and golf course agrees to and adhere to all MBDC program rules as described below:

- I. **Eligible Tournaments.** The following requirements must be satisfied for a local dealership tournament to be considered a legitimate 2020 MBDC qualifying event:
 - a. A maximum of one hundred and ten (110) MBDC tournaments will be hosted in 2020 on a first-come, first-serve registration basis. In the event the program reaches full registration capacity, a waitlist will be started to reference in the event of any tournament cancellations. A waitlisted dealership is not guaranteed a tournament.
 - b. Each tournament must have a minimum field of forty-eight (48) eligible golfers. Eligible golfers are defined in Section II, below.
 - c. Winners of each tournament must be determined via a legitimate golf competition (i.e. no raffles, auctions, drawings, etc.).
 - d. A minimum of \$100 *per golfer* must be donated to the host dealership's charity of choice. Any 501(c)(3) charity may benefit from dealership-hosted MBDC tournaments. All charities must be approved by MBDC staff. The host dealership is responsible for distributing funds raised.
 - e. The host dealership will be sent signage and other branding elements for its tournament. These items should be displayed appropriately as advised by MBUSA. Signage and tablecloths must be returned to MBUSA within one (1) week post-tournament; the host dealership may keep the pin flags.
 - f. The host dealership must comply with post-tournament procedures listed below. In the event the host dealership does not fully comply with all post-event requirements within two (2) weeks post-tournament, MBUSA may choose to charge such dealership for the tournament winners' airfare to attend the National Final or to exclude the tournament winners from advancing to the National Final.
 - i. The host dealership must submit the Results Sheet for the tournament complete with winners and their information, runners-up and their information, total charity donation, total participants, and dealership and golf club professional signatures within two (2) weeks following the tournament.
 - ii. Participation in post-event test drive program is optional. See Section IV, below, for details.
 - g. All golfers must be registered onsite for each tournament using the following process:
 - i. Golfers must be registered using MBUSA iPads to capture golfers' data. The host dealership will be sent iPads and an instruction manual by MBUSA prior to the tournament. iPads must be returned to MBUSA within two (2) business days post-tournament.
 - ii. Golfers' information may be pre-uploaded to a secure server to expedite onsite registration; however, this pre-upload process does not replace the onsite registration required for all tournaments.
 - iii. Golfers must agree to MBUSA privacy policy through registration survey; the survey cannot be completed on behalf of a golfer.
 - iv. Golfers must be notified of the Repeat Winner Policy for the tournament as part of the registration process. See Section II(b)(iv), below, for details.
 - v. If the charity, golf course, or another party other than the host dealership is organizing registration, the host dealership must make such party aware of the registration requirements set forth above.
- II. **Eligible Golfers.**
 - a. **General Eligibility Requirements.** The following requirements must be satisfied for a golfer to be eligible to participate in any 2020 MBDC event, including any local dealership tournament and the National Final (no exceptions are made):
 - i. The golfer must be at least 21 years of age prior to the start of the applicable event.
 - ii. The golfer must be an amateur golfer as defined by the USGA below.
 1. The USGA defines an amateur golfer as, "One who plays golf for the challenge it presents, not as a professional and not for financial gain." (*The Rules of Golf*, approved by the USGA, Rules of Amateur Status, definition, Amateur Golfer).
 - iii. The golfer must share necessary information with MBUSA, including name, address, phone number, and email address.
 1. MBUSA values individuals' privacy and will not share or sell any golfer's information to any outside partners. For the MBUSA privacy policy, please visit www.mbusa.com/mercedes/policies/privacy_statement.
 - iv. The golfer must execute the release and waiver form provided by MBUSA.
 - v. The following individuals may participate in local dealership tournaments but are not eligible to win any prizes in the local dealership tournament (including for the hole-in-one competition, closest-to-the-pin competition, or post-tournament test drive program) nor are they eligible to advance to the National Final:
 1. Any employee of any Mercedes-Benz dealership, MBUSA, MBUSA-affiliate company, dealership auto group, charity board member, charity employee, charity volunteer or staff member, program partner or program sponsor, employees of a tournament title or host sponsor, host club or agency employee, tournament volunteers, or any individual appointed to work the tournament.
 - vi. MBUSA reserves the right to take any action (including, but not limited to, disqualification from the MBDC program) against any golfer at any time if it discovers that such golfer is involved in, or was previously involved in, any situation that, in the sole opinion of MBUSA, brings such golfer, MBUSA or any of its affiliates or dealerships into public disrepute, contempt, or scandal.
 - b. **National Final Eligibility Requirements.** In addition to the general eligibility requirements set forth in Section II(a), above, the following additional requirements must be satisfied for a golfer to advance to and participate in the 2020 National Final (no exceptions are made):
 - i. The golfer must have won a local dealership tournament via a legitimate golf competition (i.e. no raffles, auctions, drawings, etc.).
 1. In the event of a tie, winner(s) must be chosen via a legitimate tiebreaker scoring method or via a legitimate golf competition (i.e., no raffles, auctions, drawings, etc.).
 2. If any winning golfer from a local dealership tournament is not eligible to attend or cannot attend the National Final, the spot will be filled by the next runner-up identified on the applicable tournament Results

Sheet provided to MBUSA by the host dealership, except if such winning golfer withdraws from the National Final within two (2) weeks of the start of the event.

3. If a host dealership cannot field two (2) winning golfers from its local dealership tournament based on the applicable tournament Results Sheet and order of succession to send to the National Final, or if any winning golfer who has qualified for the National Final withdraws from the National Final within two (2) weeks of the start of the event, MBUSA will not have any obligation to fill the spot but may choose to do so in its sole discretion, including potentially:
 - a. Permitting the host dealership to send a competing or non-competing team, potentially at the host dealership's own cost; or
 - b. Creating a combination team with another dealership if the opportunity presents itself.
4. MBUSA and the applicable host dealership reserve the right to review any scoring irregularities and to disqualify any individual(s) from competing and/or advancing to the National Final who they deem, in their sole discretion, to have acted improperly or unfairly.

- ii. The golfer must not be an employee of any of the entities identified in Section II(a)(v)(i), above.
- iii. The golfer must possess an official USGA golf handicap or other state-official golf handicap prior to the start of the National Final.
- iv. The Repeat Winner Policy had been revised for the 2020 MBDC. Golfers that previously participated in any previous year's National Final are not automatically ineligible to participate in the 2020 National Final. Instead, each host dealership will now be responsible for determining whether repeat winners may advance from that host dealership's local tournament to the 2020 National Final. Each host dealership will notify golfers of the Repeat Winner Policy for such host dealership's local tournament at the time of registration.

1. Notwithstanding the foregoing, the MercedesTrophy World Final and Drive to the Major competitions are still both considered once-in-a-lifetime events. Past participants in the MercedesTrophy World Final or Drive to the Major competitions are not eligible to participate in these events again.

- c. **Notice Regarding Amateur Status.** Golfers are reminded that under current USGA regulations, acceptance of a winner package of the National Final, including expenses, as well as participating in any of these events, can result in the loss of amateur status. While the practical applications of forfeiture of amateur status are understood primarily to affect low handicap golfers who compete in scratch tournaments, concerned golfers should research this issue further with their local golf association.

III. Hole-in-One Insurance. MBUSA will provide hole-in-one insurance for (1) one contest hole per local dealership tournament, through American Hole-in-One Insurance or such other insurer as may be selected by MBUSA. Any local dealership tournament utilizing multiple holes for hole-in-one competitions must choose one (1) such contest hole for MBUSA to provide coverage. Hole-in-one prizes will only be awarded if all the below requirements have been met:

- a. The prize vehicle for the 2020 hole-in-one competition is a standard equipped 2020 GLB 250 SUV. Any upgrades, taxes, registration fees, etc., are the sole responsibility of the prize winner.
- b. The minimum distances for the hole-in-one contest hole are one hundred and seventy (170) yards from the men's tees and one hundred and fifty-five (155) yards from the ladies' tees. Golfers must take their shot from these distances; any hole-in-one shot completed from closer than these distances will not receive the hole-in-one prize
- c. Hole-in-one contest hole and yardage must be provided in writing by the host dealership to MBUSA no later than two (2) weeks prior to the tournament.
- d. The display vehicle and contest signage must be visible for the golfers on the designated contest hole. If the display vehicle is not the prize vehicle, a disclaimer stating as much must be visible to golfers on the designated contest hole.
- e. Two (2) non-playing spotters are required to witness shots that hit the green on the designated contest hole. Both spotters must be over the age of eighteen (18) and must remain in position until all groups have competed the designated contest hole.
- f. An authorized representative of each Dealer and the applicable golf club must sign the individual tournament insurance contract to acknowledge all requirements and restrictions provided by the insurer. Signed contracts must be returned to MBUSA at least one (1) week prior to the tournament. Any tournament that does not have a contract that is timely and duly executed by both the host dealership and the applicable golf club will not receive hole-in-one insurance.
- g. Fulfillment of prize vehicles will be arranged by host dealership staff with the hole-in-one insurer. Additional support will be provided by MBUSA.

IV. Post-Event Test Drive Program. The post-event test drive program is a key element of the MBDC program. For 2020, dealership participation in the post-event test drive program is optional. For dealerships participating in the post-event test drive program, such program is subject to the following procedures and requirements:

- a. All golfers registered for the local dealership tournament through an MBUSA iPad will receive a test-drive invitation via email.
- b. The host dealership is responsible for submitting test drive redemption orders via the MBDC test drive redemption website for all golfers who complete the test drive program. All test drive redemption orders must be submitted by Friday, November 28, 2020.
- c. Each golfer who completes the 2020 test drive program and for whom a test drive redemption order is submitted by the host dealership as set forth above will receive a custom Mercedes-Benz branded Cobra 56-degree wedge. The wedge is offered in a Right- and Left-Handed configuration. Should the supply of such 2020 test drive program gifts run out, a like gift will be provided to qualifying golfers.
- d. MBUSA will subsidize a portion of the cost for each test drive gift. Each wedge (\$175 MSRP) will be billed to the host dealership's parts statement at \$90.

V. Reservation of Rights. MBUSA reserves the right to alter any and all policies and rules relating to the MBDC, including, but not limited to, any policies or rules concerning gifts and prizes, tournament eligibility, golfer eligibility, the hole-in-one competition, or the post-event test drive program.