

# Ford Pro™ Fleet Network

## Program Terms and Conditions

Updated: 6/12/19

The Ford Pro Fleet Network Program (the "Program") is brought to you by Ford Motor Company ("Ford"). Participation in the Program is subject to these Terms and Conditions ("Terms") and the **<Privacy Policy>** which is incorporated herein. These terms govern your participation in the Program.

We may update these Terms from time to time and such changes will become applicable to you if you continue to participate in the Program at any time after such changes are posted. If a material change is made, we will notify you through the Program.

The Program rewards qualified fleets ("fleets") for eligible parts purchases. The content on [www.fordfleetnetwork.com](http://www.fordfleetnetwork.com) is owned by Ford and/or its affiliated companies and by affiliate and third parties that post on the site through a license from Ford, but for whom Ford assumes no direct responsibility.

**PLEASE READ THESE TERMS AND THE PRIVACY POLICY CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE STOP PARTICIPATING IN THE PROGRAM AND USING THE SITE IMMEDIATELY.**

**1. PROGRAM REQUIREMENTS:** Only an enrolled fleet with a FIN code may participate. Fleets are defined as entities that purchase or lease vehicles for use in conducting their day-to-day business. At its sole discretion, Ford reserves the right to determine eligibility of all Program participants.

**2. PROGRAM PERIOD:** Program periods may vary from program to program. Please check your FPFN dashboard for the duration of each program.

**3. TRANSACTION-BASED PROGRAM:** Once a fleet is enrolled in the Program, the following Terms apply:

### **I. Participation:**

#### **(a) Definitions.**

**"Commercial Fleet"** is defined as any company which has registered or leased for use in business operations five (5) or more new vehicles (any make or model) during the current or preceding calendar year, or that currently operates a fleet of fifteen (15) or more vehicles (any make or model) for business operations.

**"Government Fleet"** Is defined as: (1) eligible U.S. federal agencies or (2) eligible state and local governmental agencies. The following lists the government state and local FIN eligibility requirements for most agencies: (a) registered or leased one or more new vehicles for use in their operation (any make or model) during the current or preceding calendar or model years, or preceding twelve months or (b) currently operating a fleet in the United States of three or more vehicles (owned or leased); or (c) eligible to purchase vehicles off a state contract.

(b) An enrolled fleet is assigned a purchase target determined by Ford based on historical data and the size of the fleet. Ford, at its sole discretion, at any time, may modify and/or update an individual fleet baseline purchase and purchase target during the duration of a program period upon receipt of updated data.

(c) A fleet must be registered in the Ford Pro Fleet Network in order to be eligible to qualify for earnings. If a fleet registers after a program period has ended, the fleet will not receive credit for any purchases made in the prior program period. A fleet will only be eligible for qualifying purchases for current and future program periods in which it is enrolled.

(d) An enrolled fleet must purchase eligible parts from a Ford or Lincoln dealership or a Ford Authorized Distributor within applicable program dates.

(e) An enrolled fleet receives Program purchase credit when a Ford or Lincoln dealership or a Ford Authorized Distributor processes or closes an invoice. If an invoice is opened at the end of a program period but closed during the next program period, the fleet receives purchase credit when the invoice is closed.

(f) Any parts that are returned will be deemed returned as the date of the actual physical return and the cost will be automatically deducted from the qualifying Program Purchases.

(g) Collision part purchases are excluded from the Program.

(h) Parts purchased from automotive repair shops that specialize in bodywork repair are excluded from the Program.

(i) Click to Claim and Payout Options

i. Ford will notify a fleet when a program earning period begins and ends. At the conclusion of each period, the fleet will receive an email with instructions on how to claim its earnings. In order to choose a payout option, a fleet must login to [www.fordfleetnetwork.com](http://www.fordfleetnetwork.com).

ii. Payout options for earnings:

a. Rewards Card. When an enrolled commercial fleet has reached the assigned purchase target, the commercial fleet will receive a Rewards Card with a pre-loaded dollar amount based on certified fleet purchases. A commercial fleet that reaches two different purchase targets in the same calendar year will have funds loaded to the existing card. All Rewards Cards will be issued in the registered business name. Government fleets are not eligible for Rewards Cards.

i. The number of Program purchases necessary to earn a Rewards Card by a Commercial Fleet is determined by Ford in its sole discretion and may be changed without prior notice during the term of the Program;

ii. A Rewards Card is not exchangeable for cash; is void if sold or exchanged for cash or other consideration or if otherwise received or used in violation of the Terms herein; may not be combined with or transferred to any other type of Ford promotional offering or reward except in Ford's sole and unfettered discretion

b. Ford Fleet Care. Approximately two weeks after qualifying program purchases have been certified, a credit will appear in a fleet's Ford Fleet Care account. The account can be used for the purchase of select items at any Ford or Lincoln Dealership, or Ford Authorized Distributor. A fleet may use their earnings to pay their Ford Fleet Card account billing.

i. The number of Program purchases necessary for the Ford Fleet Car payout option is determined by Ford in its sole discretion and may be changed without prior notice during the term of the Program;

c. FordParts.com Promo Code. An email confirmation will be sent to a fleet once a Promo code is available and posted to the Fleet Profile page. A FordParts.com account is required in order for a fleet to claim and use the Promo Code.

d. Ford Pro Fleet Network Credits. Ford Pro Fleet Network Credits ("Credits") will be issued if a fleet has earned rewards through a Ford Fleet Network program. The Credits may be used by a fleet at their preferred dealer on Ford, Motorcraft® and Omcnicraft™ parts.

(j) Ford reserves the right to audit and verify all Program purchase and sales data in order to determine program eligibility. Qualifying program purchases, as reflected in Ford's records, shall be deemed correct. Ford, at its sole discretion, at any time, may correct or modify an individual fleet baseline purchase and purchase target during the duration of a program period upon receipt of updated baseline data and Ford records. If a fleet has questions regarding its transaction history or any correction, or if it wishes to dispute any transaction or correction that has been applied to its FIN account, please contact Program Headquarters at 1-800-207-5517 (Monday-Friday 7:30 am - 7:00 pm EST) or via email at [support@fordfleetnetwork.com](mailto:support@fordfleetnetwork.com). Ford has no obligation to review or correct any errors unless a fleet has provided supporting documentation and sufficient notice for Ford to review the claim within sixty (60) days of the date of the transaction in question.

(k) If Ford determines that a fleet has failed to follow any terms of the Program, engaged in fraud or intentional misrepresentation, Program purchases will be deducted accordingly and the fleet may be terminated from the program and banned from enrollment in future incentive programs. Ford reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event a fleet defrauds or abuses the Program, fails to follow any terms of the Program, or makes any misrepresentation to Ford.

(l) Ford reserves the right, in its sole discretion to cancel, suspend and/or modify the Program at any time, including the rights and obligations of the enrolled fleet and Ford. Ford will post the amended Program Terms on [www.fordfleetnetwork.com](http://www.fordfleetnetwork.com). To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Program Terms or, if no time is specified, at the time of posting. If a fleet continues to participate in the Program after any changes are implemented, its participation will be considered acceptance of such changes. **If you object to any changes to the Program or to these Terms, your sole recourse is to stop participating in the Program and using the Site.**

(m) Any program payout exception request must be initiated via email by the fleet within sixty (60) days of the Program end date. Ford, at its sole discretion, will determine whether or not to grant an exception to redemption period.

(n) New vehicle dealerships, and used vehicle dealerships affiliated with any new vehicle dealerships are not eligible for the Program. Ford reserves the right to periodically review and determine the eligibility of any fleet currently enrolled or requesting participation in the Program.

**II. Rewards Cards:** In order to receive the prepaid card, qualifying purchases must satisfy the qualifying award program purchase requirements as outlined in these Terms. Failure to meet the qualifying purchase requirements will disqualify your reward credits. This offer is void where taxed, restricted or prohibited by law. All terms, conditions and rules of this rewards program are subject to change. Reward credits are paid in the form of a prepaid Mastercard award card. Refer to the Welcome Letter and Cardholder Instructions included with the Card for details and other important information related to the prepaid award card. Cards are issued by Comerica Bank, pursuant to a license by Mastercard® International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. This prepaid award card may be used to make purchases at any of the millions of merchant locations worldwide that accept Mastercard debit cards. Please allow up to ten (10) business days for delivery of the prepaid reward card after qualifying program purchases have been certified. If you have not received your prepaid award card within approximately 10 business days after certification or have questions about the Program, contact Program Headquarters at 1-800-207-5517 (Monday-Friday 7:30 am – 7:00 pm EST) or via email at [support@fordfleetnetwork.com](mailto:support@fordfleetnetwork.com).

Rewards have no cash value, are non-negotiable, are not escheatable, and cannot be redeemed either in whole or in part for cash. Awards do not constitute property of any fleet and may not be brokered, bartered, attached, pledged, auctioned, gifted, sold or otherwise transferred or disposed of for consideration, or in any manner otherwise received or used in violation of the rules herein, other than by Ford or as expressly provided for in these Program Rules, and any receipt or use of rewards in violation of the terms and conditions herein will render such rewards void. Awards are not capable of being combined or transferred to any other type of Program offering or award.

**4. FORD PRO FLEET NETWORK ADDITIONAL RULES:** (a) Ford is not responsible for communications, including Award Cards, lost due to a change of address or other contact information; (b) Taxes on Award Cards or Credits may apply where required by law. Any tax liability, including disclosure, is the sole responsibility of the fleet. Please consult your tax professional; (c) From time to time, qualifying purchases totals will be updated in the Program. Please log-in and check the Program website ([www.FordFleetNetwork.com](http://www.FordFleetNetwork.com)) for the most up-to-date purchase totals; (d) Ford may waive compliance with these terms and conditions in its sole discretion and may run promotions from time to time that provide enhanced benefits to select fleets.

**5. SPONSOR:** Ford Motor Company is the exclusive sponsor of this Program.

**6. INDEMNITY. HOLD HARMLESS.** By enrolling in the Program, you agree that you will defend, indemnify and hold harmless Ford, its subsidiaries and affiliates, their respective distributors, dealers, dealer associations, suppliers, licensors, partners and advertising and promotions agencies (collectively, the "Ford"), from and against all the liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs) arising out of any use of the Program by or through you including any of its features or services, your breach or alleged breach of these Terms, and/or your breach or alleged violation of the patent, copyright, trademark, proprietary or other rights of third parties. Ford reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by a fleet, and, in such case, the fleet shall agree to cooperate with defense of such claim by Ford.

## **7. MISCELLANEOUS**

These Terms (including any supplemental or other terms referenced herein) constitute the entire agreement regarding the Program. Unless and to the extent local law requires otherwise, these Terms are governed by, and construed in accordance with, the laws of the State of Michigan, except in relation to any conflict of law provisions thereof. Unless local law mandates otherwise, all lawsuits arising from or relating to these Terms shall be brought in: (A) the United States District Court for the Eastern District of Michigan, Southern Division in Detroit, as to any claim or proceeding over which it may have jurisdiction; or, (B) the Circuit Court for the County of Oakland, Michigan (6th Circuit – Pontiac) as to all other claims or proceedings. If a court determines that any term or condition in these Terms is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in full force and effect. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

The headings in these Terms are for convenience only and have no legal or contractual effect.

Neither the Program nor any Reward or benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by an enrolled fleet against Ford Motor Company.

## **8. INTERPRETATION OF PROGRAM TERMS**

All interpretations of these Program Terms will be at Ford's sole discretion and Ford's decisions will be final.

### **Operator / Contact Us**

The Service is operated by Ford Motor Company, One American Road, Dearborn, Michigan 48126 United States of America.

If you have any questions, comments, or claims regarding the Service you may contact Program Headquarters at:

Phone: 1-800-207-5517 (Monday - Friday 7:30 AM - 7:00 PM EST)

Email: [support@fordfleetnetwork.com](mailto:support@fordfleetnetwork.com).