# Mopar Top Tech and Top Advisor 2017 Official Program Rules

#### **Program Period**

January 1, 2017 - December 31, 2017

#### **Enrollment**

- Enrollment includes participation in both the Top Advisor and Top Tech programs.
- An annual enrollment fee of \$500 will be assessed to the Dealerships parts account for dealers enrolled in both programs during 2017.
- For Top Tech any personnel with a position code of 23 (Service Technician) & position code 18 (shop foreman) in DealerCONNECT My Personnel will be enrolled in the Top Tech Program and have access to the website to track their own reporting statistics.
- For Top Advisor, any personnel with a position code of 13 (Service Advisor) in DealerCONNECT My Personnel will be enrolled and have access to the website to track their own reporting statistics.
- Dealers may opt out by sending a letter or fax to Program Headquarters. After the enrollment period ends, no refunds on enrollment fee will be granted.
- Dealerships enrolled in 2016 will be automatically enrolled in this program.

## **Top Technician**

#### **Eligibility Qualifiers**

**Dealership Retention** – Eligible participants must be employed at the participating dealership at the end of the rewarding quarter to receive rewards. The tenure qualifications are no longer a part of the program beginning with the first quarter of 2017. Increased tenure will improve weighting on final rank.

**Surveys** – A minimum of 5 customer surveys must be submitted during the quarter with an average FFV score of 90% or greater. FFV Survey Scores will be updated daily on the website\*. Reporting will reset at the beginning of each quarter to start a new quarterly competition.

• Survey reporting will be on report month; report month is when the survey has completed processing and has been entered into the system.

**Training** – Participants must be level 3 in one skill area to qualify for participation. This requirement refreshes quarterly and eligibility is determined based on the status on the last day of the prior quarter. Skill areas considered include:

- Engine Repair and Performance
- Transmission
- Driveline
- Chassis
- Electrical and Body Systems
- Air Conditioning and Heating
- Diesel

#### **National Rankings**

Qualified technicians with an average score of 90% or greater FFV will be ranked based on a weighted score in the following areas:

- Fixed First Visit (FFV) score (higher score=better ranking)
- Number of surveys returned (the more surveys returned = higher weighting impacting final rank)
- Years of service at dealership (the longer the dealer tenure = increased weighting impacting final rank)
- FCA Performance Institute Technical Training level in each of the seven skill categories (higher completion level across all seven skill areas = increased weighting impacting final rank).

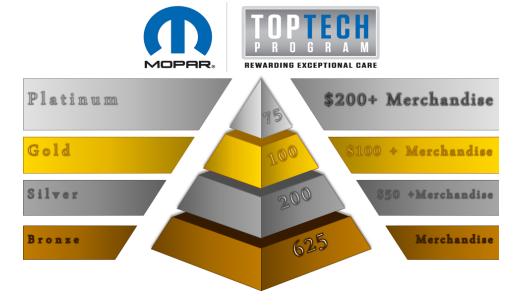
Average FFV score will be determined by number of surveys returned with a "Yes" divided by the total number of surveys received for each individual participant. Surveys will only be counted if the customer responded to the Fixed First Visit question within their survey.

The top 1,000 Service Technicians ranked in the nation each quarter will earn based on the reward chart in the National Rewards section (see below). In the event of a tie, the following parameters will be considered:

- Survey results of question on confidence of work preformed
- Survey results of question on cleanliness and condition of the vehicle
- Results scored 9 or 10 will be considered, added together and divided by the total number of surveys returned. That score will determine any tiebreakers.
- Any ties remaining will be considered a tie and will take up two spots in the National Ranking

#### National Rewards

<sup>\*</sup> FFV data is delayed by two days



Each quarter, the top 1,000 ranked Service Technicians as determined by the rules above will earn rewards at the pyramid level. See the Rewards tab for images and descriptions of rewards!

\*\*NEW for 2017! – You choose your own reward!

# Each quarter, winners will receive reward points to redeem on our new FCA Rewards Redemption site (coming soon).

**Top 75** – Earn the prestigious "Platinum Tech" status! The first quarter, Techs earn a toolbox magnet\* with a quarterly update displaying their status, Platinum level reward points loaded to the FCA Rewards Redemption site and \$200 in Excellence Card "cash" rewards.

**Next 100 –** Earn "Gold Tech" status – The first quarter, Techs earn a toolbox magnet\* with a quarterly update displaying their status. Additional rewards include Gold level reward points loaded to the FCA Rewards Redemption site and \$100 in Excellence Card "cash" rewards.

**Next 200 –** Earn "Silver Tech" status – The first quarter, Techs earn a toolbox magnet\* with a quarterly update displaying their status. Rewards include Silver level reward points loaded to the FCA Rewards Redemption site and \$50 Excellence Card "cash" rewards.

**Next 625 –** Earn "Bronze Tech" status – Rewards include Bronze level reward points loaded to the FCA Rewards Redemption site.

- \* The toolbox magnet will be issued each quarter while supplies last. Those that earn the magnet will continue to receive updates throughout the year.
- Excellence Card Rewards issuance dates will be determined after the close of each quarter. If you have questions you should contact Program Headquarters.

## **Top Advisor**

#### **Eligibility Qualifiers**

**Surveys -** A minimum of 5 customer surveys must be submitted during the quarter with an average score of 90% or greater based on the Dealer Service Advocacy question. Survey Scores will be updated daily on the website. Reporting will reset at the beginning of each quarter to start a new quarterly competition.

• Survey reporting will be on report month, which is when the survey has completed processing and has been entered into the system.

**Training**– Service Advisor must meet level 0-1 certification by the end of the prior quarter to be eligible.

#### **National Rankings**

Participants that meet survey and training certification requirements will be stack ranked nationally based on their average "Dealership Service Advocacy" score. Average Service Advocacy score will be determined by number of surveys returned with a "Yes" divided by the total number of surveys received for each individual participant. Surveys will only be counted if the customer responded to the Dealership Service Advocacy question within their survey.

Quarterly, the top 350 Service Advisors ranked in the nation will earn based on the reward chart in the National Rewards section (see below). In the event of a tie, the following parameters will be considered:

- Survey results of question on Progress and completion updates
- Survey results of question on Explanation of work and charges
- Results scored with a 9 or 10 will be counted, added together and divided by the total number of surveys returned
- Number of surveys submitted
- Number of training levels completed
- Years of service
- Any ties remaining will be considered a tie and will take up two spots in the National Ranking

#### **National Rewards**





\*\*NEW for 2017! - You choose your own reward!

Each quarter, winners will receive a recognition item and reward points to redeem on our new FCA Rewards Redemption site (coming soon).

The top 350 ranked Service Advisors as determined by the rules above will earn rewards at the pyramid level. A rewards package will be shipped to the dealership with items to recognize your outstanding achievement! See the Rewards tab for images and descriptions of rewards!

Top 25 – Earn the prestigious "Platinum Advisor" status! Rewards include a recognition item denoting your level of achievement plus Platinum level reward points loaded to the FCA Rewards Redemption site.

Next 35 – Earn "Gold Advisor" status! Rewards include a recognition item denoting your level of achievement plus Gold level reward points loaded to the FCA Rewards Redemption site.

Next 70 – Earn "Silver Advisor" status! Rewards include a recognition item denoting your level of achievement plus Silver level reward points loaded to the FCA Rewards Redemption site.

Next 220 – Earn "Bronze Advisor" status! Rewards include a recognition item denoting your level of achievement plus Bronze level reward points loaded to the FCA Rewards Redemption site.

#### **Legal Responsibilities**

The Program rules shall be considered a contract between the Participant and FCA US LLC. The Participant shall not be treated as an employee of FCA US LLC under any circumstances. FCA US LLC has no obligation to substitute other consideration in lieu of specific rewards.

All interpretations of, and the decisions relative to, the rules that govern this program, eligibility of participants, and qualifications for any and all program awards shall be at the sole discretion of Mopar. All decisions and rulings made by Mopar shall be final and binding.

Mopar reserves the right to change, modify, terminate or amend this program without prior notice or consent of the participants. FCA US LLC reserves the right to inspect and copy any and all records that it considers as pertaining to any rewards payment.

#### Tax Responsibility

All rewards accepted under this program are considered additional income to the recipient for income tax purposes. FCA US LLC is not responsible for any such taxes and will file 1099 forms on recipients where necessary. All applicable federal, state and local income taxes are the sole responsibility of the individual earning the reward.

#### **Dealer Responsibility**

Dealers enrolled in 2017 Top Advisor and Top Tech Programs will be eligible for rewards. New Dealers may enroll during any open enrollment period to participate in the "Top Advisor" and "Top Tech" programs.

To participate your dealership must be enrolled in "Top Advisor" and "Top Tech", and remain an enrolled dealership throughout the program period. Dealerships opting out of the programs will relinquish all rewards.

By enrolling in this program, you agree to it being automatically renewed on a yearly basis. Pursuant to New York law, however, a dealer may terminate such automatic renewal upon reasonable written notice within 30 days following the start or renewal of the program (i.e. by January 31 of the program year). If a dealership wishes to exercise this statutory opt out of renewal participation, a letter on dealership letterhead, signed by a manager must be submitted to Program Headquarters. Letters may be faxed to 844-205-7126 or mailed to:

Top Tech/Advisor Program Headquarters 21238 Bridge Street Southfield, MI 48033

#### Release

By enrolling, Service Managers and Service Advisors agree to release and hold harmless FCA US LLC ("Sponsor") and its parent, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising, in whole or in part, directly

or indirectly, out of participation in the Program or receipt or use or misuse of any reward or prize. Sponsor reserves the right to require Service Managers and Service Advisors to agree to an additional written release prior to awarding any reward or prize.

#### **Publicity**

Except where prohibited, participation in the Program constitutes each Service Manager, Service Technician and/or Service Advisor's consent to Sponsor's and its agents' use of their name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional and other purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

#### **Travel Responsibility**

FCA US LLC and any of their respective parent, subsidiary, and affiliated companies and organizations: 1.) Maintain no control over the personnel, equipment, or operations of an air, water, or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant, or other person or entity furnishing services, products, or accommodations as part of the trip, because all of these suppliers are independent contractors; 2.) Shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity that may be caused or contributed to by any of these suppliers or that relate to participation in various optional activities, such as water sports and other athletic contests, excursions, and side trips.

#### **General Conditions**

All interpretations of, and the decisions relative to, the rules that govern this program, eligibility of participants, and qualifications for any and all program rewards and prizes shall be at the sole discretion of Mopar. All decisions and rulings made by Mopar shall be final and binding. Mopar reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Program, as determined by Mopar in its sole discretion. Mopar reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the process or the operation of the Program or to be acting in violation of these official Program rules or any other promotion or in an unsportsmanlike or disruptive manner and void all rewards and prizes and opportunities to spin for prizes. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Mopar's failure to enforce any term of these Program rules shall not constitute a waiver of that provision.

#### **Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by electronic, typographical, printing or other errors or by any of the equipment or programming associated with or utilized in the Program; (2) lost, interrupted or unavailable network,

server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (3) unauthorized human intervention in any part of the entry process or the Program; (4) or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of information and records, the announcement of the rewards or prizes or in any Program-related materials; (5) late, lost, undeliverable, garbled, misdirected, delayed, incomplete, inaccurate, damaged or stolen information or mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participant's participation in the Program or receipt or use or misuse of any reward or prize.

#### **Disputes**

Except where prohibited, entrant agrees that: (1) any controversy or claim arising out of or relating to the Program, or the breach of these Program Rules, shall be settled by arbitration administered in Oakland County, Michigan by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Program, and in no event will participants be permitted to obtain attorneys' fees or other legal costs: and (3) under no circumstances will participants be permitted to obtain awards for, and participants hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of the participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.