

MITSUBISHI MOTORS

TRADE-IN ASSISTANCE REBATE PROGRAM

January 29, 2010 – March 1, 2010

OFFICIAL PROGRAM RULES

Published January 29, 2009

PARTICIPANTS: All authorized Mitsubishi Motors North America U.S. Dealerships (here after called “Dealer” or “Dealerships”) of record are eligible to participate in the program.

PROGRAM PERIOD: January 29, 2010 – March 1, 2010

PROGRAM SUMMARY: Trade-in Assistance Rebate on the purchase or lease of a new 2009MY or 2010MY Mitsubishi vehicles

ELIGIBLE CUSTOMERS: Currently registered owner who trades in a select competitive vehicle as defined below and purchases a 2009MY or 2010MY Mitsubishi vehicle is eligible to receive **\$500 Trade-in Assistance Rebate**. This offer is transferable to an immediate family member (mother, father, sister, brother, husband, wife, son, daughter) or domestic partner living at the same address as the trade-in vehicle registered owner/lessee. Proof of same residence required.

Qualifying Trade-in Manufactures	
Acura	Nissan
Honda	Scion
Infiniti	Subaru
Isuzu	Suzuki
Lexus	Toyota
Mazda	

ELIGIBLE VEHICLES: New MY2009 and MY2010 Mitsubishi vehicles

PROGRAM DETAILS:

- ◆ Eligible Customers can utilize the applicable Assistance Rebate with the finance source of their choice including any special or standard MMCA or Capital One Auto finance programs, or pay cash for the Eligible Vehicle, and remain eligible for any applicable MMNA customer rebate, dealer incentive, or dealer delivery bonus, except as provided below.
- ◆ Only one Trade-in Assistance rebate can be applied towards one Eligible Vehicle.
- ◆ **This program can not be combined with Mitsubishi Motors Loyalty Program**
- ◆ Dealership is responsible to verify eligibility based upon the following documentation to be provided by the Eligible Customers:
 - ◆ Motor Vehicle registration, copy of Title, insurance, or payoff information of the trade-in vehicle in the name of the Eligible Customer, showing that the trade-in vehicle is currently registered to the purchaser or a family member or domestic partner.
 - ◆ If the purchaser is not the current registered owner, a photocopy of the driver license of both the purchaser and registered owner, must be provided to show the same residency.
- ◆ The completed Mitsubishi Motors Reimbursement Form for Trade-in Assistance Program must be faxed along with appropriate required documentation detailed under the “Program Specific Forms and Documentation” section of these rules to the Dealership’s MMNA Zone office within 10 working days of the new vehicle’s purchase or lease for the customer to be eligible for \$500 Trade-in Assistance Rebate.
- ◆ The RDR must contain the correct customer name, customer address, date of sale, and **all of the data fields under Trade-in Information section.**

PROGRAM SPECIFIC FORMS AND DOCUMENTATION:

- ◆ The trade-in vehicle information must be clearly present in the Retail Buyer’s Order, Financing Contract, Mitsubishi Motors Reimbursement Form for Trade-in Assistance Program, and in RDR record in order to receive the benefit as outlined.
- ◆ Motor Vehicle registration, copy of Title, insurance, or payoff information of the trade-in vehicle in the name of the Eligible Customer, showing that the trade-in vehicle is currently registered to the purchaser or a family member or domestic partner.
- ◆ If the purchaser is not the current registered owner, a photocopy of the driver license of both the purchaser and registered owner, must be provided to show same residency.

STANDARD REQUIRED FORMS AND DOCUMENTATION:

- ◆ Dealership must maintain documents in the deal jacket at the Dealership including, but not limited to:
 - Completed and signed rebate forms (if applicable) signed by the customer and the Dealership to show the rebate offer(s) was presented to the customer and how the customer chose to apply the rebate(s)
 - Any additional documents required by applicable program rules under Program Specific Forms and Documents
 - A completed copy of the Buyer’s Order and/or Financing Contract, signed by the customer and the Dealership clearly disclosing the rebate amount and how it was applied to the sales transaction (if applicable)

- Any other forms or/and documents deemed required/necessary for the sale
- ◆ Failure to complete all required forms and documents for any of the applicable programs will result in disqualification of payment by MMNA and/or subsequent charge-backs of any amounts paid by MMNA to the Dealer's account and/or require that payment be made to the customer by the Dealer and that evidence of payment (i.e. cancelled check - front and back) be provided to MMNA.
- ◆ In the event that a Dealer submits a claim form for an ineligible customer or a claim later identified as fraudulent, this will result in disqualification of the payment by MMNA and/or subsequent charge-backs of any amounts paid by MMNA. MMNA may disqualify the dealer from participating in the program going forward.

INELIGIBLE VEHICLES:

- ◆ Eligible Vehicles reported sold during the Program Period with sales types other than 01, 03, and 04.
- ◆ Any Mitsubishi vehicle purchased by the Dealership as a Parts and Service Truck.
- ◆ Three (3) or more vehicles sold or leased to the same customer during the program period, and/or any vehicle sold to a "Commercial Fleet Account" or "Rent-A-Car Account" as defined by MMNA's Fleet Program rules in effect from time to time; these sales, beginning with vehicle one (1), are considered Commercial Fleet Vehicles and must be reported as sale type 05.
- ◆ Any vehicle purchased or leased in the name of the Dealership or any entity affiliated with or owned by the Dealership or Dealer Principals, whether registered or not.
- ◆ Any vehicles exported outside of the United States.
- ◆ Vehicles transferred from one Dealership to another Dealership for the purpose of resale. Such vehicles are only eligible sales for the selling Dealership.
- ◆ Vehicles, which were registered to MMNA or used with MMNA distributor plates as field or lease vehicles by MMNA employees, or by MMNA as press, loan or test vehicles.
- ◆ Vehicles purchased under the Employee Sponsored Purchase or VIP Purchase Programs. For details on the Employee Sponsored Purchase and VIP Purchase Programs please refer to the Employee Sponsored Purchase and VIP Purchase Programs Program Rules, respectively.
- ◆ Vehicles previously RDR'd.
- ◆ Any new vehicles purchased from a broker, intermediary, auction, or any other third party and subsequently sold to another Dealership.
- ◆ Any new vehicle obtained from a broker, intermediary, auction, or any other third party by a Dealership and subsequently sold or leased to a retail customer.
- ◆ Any unit that is not reported sold and processed in your Zone Office within the Program Period.
- ◆ Any vehicle not specifically referred to in the Eligible Vehicles section of the applicable program.

SALES REPORTING:

- ◆ All Eligible Vehicles sold or leased during the program period must be reported in the same month as sold or leased.
- ◆ The RDR must contain the correct customer name, customer address, and date of sale.
- ◆ Any vehicle that is subsequently identified with incorrect customer information or sale date or as an Ineligible Vehicle will be subject to a charge back of all incentives related to the sale, including payments made to the dealer sales staff and including charging back the difference between the monetary awards from one award level to another for every vehicle impacted if the sale changed the Dealer's award achievement level to the Dealer's account.
- ◆ The inaccurate reporting of any part of sales transactions is a violation of MMNA Incentives Program rules and may result in the dealer being disqualified as an eligible participant under the programs.

RDR CANCELLATION:

- ◆ If an RDR is cancelled at anytime, the Dealership will be charged back the amount of the monetary award.
- ◆ If an RDR is cancelled at any time and this cancellation changes the Dealer's award achievement level, then the Dealership will be charged back not only the amount of the cancelled RDR but the difference between the monetary awards from one award level to another for every vehicle impacted.

AWARD EXCEPTIONS:

- ◆ Exception requests from eligible Dealerships are due to the MMNA Zone office within 30 days of the end of the program period.
- ◆ All exceptions requests must be forwarded by Zone Management to the National Incentives Department within 45 days of the end of the Program Period.
- ◆ Any exceptions received 46 or more days after the end of Program Period must be approved and signed by Zone Management and submitted to National Incentive Department for review.

PROGRAM STATUS INQUIRY / REPORTS SYSTEM – INCENTIVES APPLICATION:

Dealerships may view their progress through two reports on the Diamond Dealer Link. To access these reports Dealerships must do the following:

- ◆ Go to the **Mitsubishi Dealer Link Web site** and log on
- ◆ Click on "Sales"
- ◆ Click on "Systems"
- ◆ Select "Incentives Application" from the menu
- ◆ Click on the "reports" link on the left side of the page

The Sales Incentive Programs report by VIN level detail

- ◆ For detail program reporting by VIN, select "PAYMT DETAIL" from the menu then select "Paid Detail by Pgm ID/VIN/DLR" (report # NINR110A).
- ◆ Report is updated daily.

Each element of the Sales Incentive Programs will be an assigned eight-character program ID.

To view your results for each element, refer to the following program IDs:

- ◆ The eight-character program ID for Retail Sales for Trade-in Rebates: TR012910

Once awards are made for the Sales Incentives, click on “CHK Register” button

- ◆ Select Payment detail
- ◆ This Report will provide VIN level detail by check number.
- ◆ Search for program ID's detailed above.

REVIEW/AUDIT PROCEDURES:

MMNA reserves the right to inspect Dealership records during normal business hours to determine whether sales reported are in accordance with the program rules of eligibility. At the conclusion of the program, a representative from your Zone Office and/or MMNA Corporate Internal Audit may perform an inspection of Dealership records for accuracy and validity. Such a review does not preclude the possibility of an audit at a later date. In addition to any other audit rights or provisions stated, MMNA may also audit randomly selected Dealerships at the end of the Program Period to determine compliance with a select program. Failure to submit Dealer records may result in disqualification of payments to a Dealer for the program, as well as charge-backs.

REG Z/M LANGUAGE:

Please be certain that all rebates are properly disclosed in accordance with applicable federal and state law. In particular, for leases, Regulation M requires that the disclosures reflect the customer's actual legal obligation. Any rebate applied by the customer toward the transaction should be disclosed as a “Capitalized Cost Reduction” under “Amount Due at Lease Signing” and should be itemized in the “Rebates and Non-cash Credits” line under “How Amounts Due at Lease Signing or Delivery will be paid”. The agreed upon value of the vehicle, before application of the rebate, must be shown in the line for “Gross Capitalized Cost”. It is not sufficient to reduce the cost of the vehicle by the amount of the rebate before determining the amounts disclosed in the lease.

TAX LIABILITY FOR FEDERAL, STATE, or OTHER TAXES:

Any tax liability imposed on the value of any payments received under any MMNA incentive programs will be the sole responsibility of the Dealership and/or the applicable Dealership employee and not of MMNA. In no event shall MMNA have any obligation or liability as to any such matters.

FINAL DECISION:

A final decision on all cash payment recipients will be made within 45 days after the end of an incentive program. In all matters relating to the interpretation and application of any rule or phase of the program, the decision of MMNA shall be final. By participating in the program, each participant agrees to be bound by these program rules and the decisions of MMNA. As a condition of receiving a cash payment, each recipient agrees that they have complied with all program rules. Acceptance of the cash payment indicates such compliance by the Dealership. MMNA also reserves the right to cancel, amend or revoke the program and/or the amounts paid at any time, in its sole discretion. Without limiting the foregoing, MMNA reserves the right, in its sole discretion, to disqualify any participants acting in violation of these program rules and to charge back any Dealerships so qualified for any payments previously made by MMNA in connection with the program.