

## G.R.I.T. Advantage Reward Program Terms & Conditions

### 1. PROGRAM OVERVIEW

- a. The G.R.I.T. Advantage Reward Program (the “Program”) is a loyalty reward program offered by Wesgroup Equipment LP (“Wesgroup”, “us”, “our”, or “we”) to customers of participating Westerra Equipment and Williams Machinery retail locations (collectively, the “Partner Organizations” or each individually a “Partner Organization”). The Program is administered by Wesgroup Equipment LP (“Wesgroup”), (the “Program Administrator”).
- b. The Program allows persons who have completed the membership registration steps in accordance with these Terms and Conditions as updated from time to time (the “Terms and Conditions”) and who have been issued a private account invitation (the “Program Members” or “Members”) to collect points (“Points”) when making purchases at Partner Organizations (“Eligible Purchases”), and to redeem these Points for rewards, benefits and/or rebates offered by Wesgroup from time to time as described in these Terms and Conditions.
- c. From time to time, Wesgroup may designate partners with whom Members will be able to collect or redeem Points in the Program (the “Program Partners” or “Partners”) with such collection and redemption governed by these Terms and Conditions, except as otherwise expressly provided.

### 2. PARTICIPATION IN THE PROGRAM—MEMBERSHIP REGISTRATION

- a. Membership is absolutely free and no purchase is required in order to become a Member.
- b. To participate in the Program, you must be a legal resident of Canada and an individual or corporation with a valid Partner Organization business account. All members must also be 19 years of age or greater to enroll in the G.R.I.T. Advantage Program.
- c. To become a Member and start earning Points, simply complete a qualifying transaction at any participating dealership location and confirm your enrollment as per subsection d below. If you are eligible to participate in the Program under these Terms and Conditions, you can start earning Points on Eligible Purchases in participating Partner Organizations immediately.

- d. To enroll in the Program, follow the link provided in your invitation email and complete the registration form. To become a valid Member and open your G.R.I.T. Advantage Reward Account (“G.R.I.T. Advantage Reward Account” or “Account”), you must complete the registration process by providing complete and accurate information. No more than one Member is permitted to register under the same email address Only one G.R.I.T. Advantage Reward Account is permitted per Member. As a final step, you must indicate your acceptance of these Terms and Conditions.
- e. Except as herein provided, Points are not transferable from one Account to another and may only be redeemed by Members.
- f. The Membership is not a credit, debit or gift card. The Membership may be revoked at any time and without notice by Wesgroup if a Member violates these Terms and Conditions, misuses or abuses the Program, commits fraud, all as determined by Wesgroup in its sole and absolute discretion, reasonably exercised, and/or takes any other actions deemed by Wesgroup to be contrary to the Program or the interests of its Members or Partners.
- g. You must advise us immediately of any changes to your Personal Information (as defined below) including your name and e-mail address by visiting [gritadvantage.com](http://gritadvantage.com). Wesgroup will not be liable for misdirected email or mail communications, including any notices under these Terms and Conditions or any consequences thereof where your Personal Information is inaccurate or no longer valid. If we believe that some of our records are inaccurate, we may contact you to verify our records. We reserve the right to cancel any Account for which we determine we have incomplete or inaccurate Personal Information and all Points redemptions on that Account may be blocked and any Points awarded may be forfeited. The submission of false or fictitious Personal Information will result in all the Points accumulated on an Account being forfeited.
- h. Wesgroup reserves the right to refuse issuance of a Member Account to any person who does not follow the required registration procedures.
- i. By using the Membership, you acknowledge and agree to be bound by, and consent to the collection and use of your Personal Information in accordance with these Terms and Conditions.

- j. We reserve the right, at any time, to request proof of age and/or identity from any Member or in connection with any Account. If such proof is not provided, or if it is provided and is false, or discloses that a member is under the age of 19, all Personal Information regarding that individual may be deleted from our system and the Membership may be terminated, including the immediate forfeiture of all Points.
- 3. COLLECTION OF G.R.I.T ADVANTAGE REWARD POINTS**
- a. To collect Points following registration, you must make Eligible Purchases by presenting your identification and Membership details in-store. Any unauthorized transactions may lead to legal prosecution and forfeiture of all Points and Membership in the Program.
- b. Where a Member has not activated its Account as required by section 2.d above, Points may be awarded retroactively by emailing a request to [rewards@gritadvantage.com](mailto:rewards@gritadvantage.com) to a maximum of 90 days of the date of the original Eligible Purchase. For Points to be awarded, the Member must provide a transaction record for a qualifying transaction and proof of identification related to the transaction.
- c. Points will be awarded on all Eligible Purchases made at participating Partner Organizations in Canada.
- d. Eligible Purchases are determined, from time to time, by Wesgroup in its sole discretion and published at [gritadvantage.com](http://gritadvantage.com). Without limiting the generality of the foregoing, Eligible Purchases include:
- i. New equipment purchases;
  - ii. Used equipment purchases; and,
  - iii. Equipment attachment purchases.
- e. Unless specifically identified and included as an Eligible Purchase, all other equipment and services provided at or by Partner Organizations are specifically excluded. Without limiting the generality of the foregoing, Wesgroup in its sole discretion may provide specific exclusions to Eligible Purchases or may specifically exclude equipment or services where required by law, all without any advance notice.

- f. Until otherwise determined by Wesgroup in its sole discretion, Points will be awarded as follows:
    - i. One (1) Point awarded for every two-dollar (\$2.00) purchase of an Eligible Purchase item.
    - g. The number of Points earned on an Eligible Purchase will be calculated separately on the subtotal, before tax, of each Eligible Purchase.
- #### 4. POINTS
- a. Wesgroup may offer special promotions from time to time offering additional Points (“Bonus Points”). Such Bonus Points, once awarded, shall form part of the Member’s Points balance. These terms and conditions shall apply to such offers, along with any additional terms and conditions that accompany the offer, unless you are notified otherwise. On occasion, Wesgroup may load points into your account that if not used within the stated promotional period, will be removed.
  - b. All Points awarded for an Eligible Purchase as well as the Member’s current Points balance are shown on [gritadvantage.com](http://gritadvantage.com),
  - c. Returns and Exchanges. If a Member returns or exchanges an Eligible Purchase in accordance with an applicable return or exchange policy, any Points, and if applicable Bonus Points, previously earned on that Eligible Purchase will be deducted automatically from the Member’s Account. The Member will be reimbursed for the Eligible Purchase price shown on the receipt and in accordance with the applicable return or exchange policy.
  - d. In the case of a discrepancy between customer records and our internal database, Wesgroup records govern. Discrepancies must be addressed with Wesgroup within 60 days of the date on which the discrepancy occurred. Wesgroup reserves the right to restrict Points accumulations and redemptions or put a “Freeze” on Points for up to 90 days from the date the Points are posted to an Account if Wesgroup has reasonable belief that fraud has occurred or if there is an actual or suspected breach of the Terms and Conditions.
  - e. Points are reduced to zero upon closure of a Program Membership or an Account.
  - f. Upon the death or personal bankruptcy of a Member, the Member’s Account being closed and any Points in the Account will be forfeited. Points are not

divisible in the case of divorce; the points will remain with the Master Account Holder.

- g. Upon the bankruptcy or dissolution of a corporate or business Member, their Points will be forfeited and the Member Account closed.
- h. If a Member's Account has no activity (accumulation or redemption of Points) for 11 consecutive calendar months, the Membership will be deemed to be inactive and all accumulated Points will be suspended. Suspended Points will be maintained in the Account for 1 month pending potential Account reinstatement to active status. Accounts will be returned to active status if the Member makes an Eligible Purchase or a valid redemption of Points during the 1 month period following Account inactivation. If after 1 month, the suspended Points have not been reinstated, the Points will be terminated, at the sole and absolute discretion of Wesgroup. The activity of transferring Points under any promotion in existence from time to time does not constitute Account activity.
- i. If a Member's account is suspended due to fraudulent activity, all points associated with the account will be suspended. Suspended points will remain in the account for 90 days pending potential Account reinstatement to active status. Suspended accounts will be reinstated or terminated at the sole discretion of Wesgroup.
- j. All Points are subject to verification at any time. Wesgroup reserves the right, in its sole and absolute discretion, to invalidate any Points it deems to have been awarded in error, or as the result of any fraudulent activity, or any activity not in keeping with the letter and/or spirit of these Terms and Conditions, as interpreted by Wesgroup in its sole and absolute discretion.
- k. Points are accrued and maintained on a cumulative basis in the Member Account subject to the suspension provisions identified in sub sections h and i above and subject to a maximum total Point accumulation/total of 5,000,000.

## 5. REDEMPTION OF POINTS

- a. Points may be redeemed and applied towards future purchases of services or goods at participating Partner Organizations in accordance with the Points redemption schedule in force on the date when the Points are redeemed by the Member ("Redemption Transaction").
- b. Each Redemption Transaction is subject to the following conditions:

- i. Eligible redemptions are limited to Service Department services or invoices;
  - ii. Points are redeemable in 10,000 Point bundles and applied to a Service Department invoice as a dollar discount at the rate of 1/100. For clarity, 10,000 points redeemed will equate to a \$100, pretax, discount to a Service Department invoice; and,
  - iii. Each eligible point redemption is subject to a maximum amount equivalent to 50% of the pre-tax Service Department invoice.
- c. The applicable Redemption Transaction schedule, including eligible redemption goods, may be amended from time to time by Wesgroup in its sole discretion. Any such amendments will be published at [gritadvantage.com](http://gritadvantage.com).
  - d. Points will not be awarded on any portion of the Redemption Transaction paid for by the redemption of Points. From time to time, special promotions may be run during which one or more redemption level(s) may temporarily be altered and/or suspended, new redemption levels added, or Points may be redeemed directly towards the purchase of eligible products or services.

## 6. APPLICABLE TAXES

- a. In accordance with Federal and Provincial tax legislation, GST, PST, HST and any other applicable taxes are calculated and payable by the Member on the full amount of the purchase price of the item subject to a dollar discount reward during a Redemption Transaction.
- b. Wesgroup will not be liable or responsible in any manner for any tax consequences or any charge imposed by or with the authority of any government, which may flow from any participation in the Program.
- c. Points have no cash value and are not exchangeable for cash. Except as permitted from time to time by Wesgroup at [gritadvantage.com](http://gritadvantage.com), Points cannot be assigned, exchanged, sold, traded, bartered, purchased, given by gift or otherwise marketed. Any Points so acquired are void. The accumulation of Points does not entitle the Member to any vested rights, and Wesgroup and/or the Program Partners do not guarantee in any way the continued availability of any reward, redemption level, rebate or any other benefit. Wesgroup assumes no liability to Members with respect to the addition or deletion of Program Partners or items for which Points can be collected and/or redeemed.

## 7. PRIVACY

- a. We are committed to protecting your privacy. All Member personal information (“Personal Information”) will be subject to the Privacy Statement available at wesgroupequipment.com as amended from time to time in accordance with its terms.
- b. Without limitation, Member Personal Information may be used to administer the Program and to understand Program Members’ shopping and information needs and preferences, and to offer Members relevant information, products, services and rewards to meet those needs and interests.

## 8. GENERAL INFORMATION

- a. Wesgroup reserves the right to terminate the Program. If the program is terminated Notice of such will be provided to all Members with active Accounts.
- b. If Wesgroup gives a Notice of Termination, it may, in its sole discretion, establish a replacement program.
- c. If events beyond Wesgroup’s control materially affect Wesgroup’s ability to operate the Program, as determined in the sole and absolute discretion of Wesgroup, the Program may be suspended or terminated without notice.
- d. Wesgroup reserves the right to restrict, suspend or otherwise change any aspect of the Program or these Terms and Conditions. We may modify in whole or in part the Program or these Terms and Conditions at any time. In the event these Terms and Conditions, or any aspect of the Program is restricted, suspended or changed, we will provide advance notice by posting the amended Terms and Conditions on the Program website. Your continued participation in the Program following such notice will constitute your express consent to any amendments to these Terms and Conditions, or any other aspect of the Program.
- e. Your acceptance of the Terms and Conditions online and/or first-time usage of Card constitutes your agreement to all the Terms and Conditions of the Program.
- f. Any abuse by a Member of the Program’s privileges, any failure by a Member to follow the Program’s Terms and Conditions, or any misrepresentation by a Member may subject the Member to expulsion from the Program, including forfeiture of all accumulated Points.
- g. Every effort has been made to ensure that the information herein is correct. Wesgroup is not responsible for any errors or omissions in printed copies of these

Terms and Conditions nor those published from time to time on [gritadvantage.com](http://gritadvantage.com).

- h. Any waiver by Wesgroup of the strict observance, performance, or compliance by a Member with any of the Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of Wesgroup as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by Wesgroup in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.
- i. These Terms and Conditions shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, notwithstanding the principles of conflicts of laws. All Members attorn to the jurisdiction of the Province of British Columbia. Wesgroup has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Program.
- j. By participating in this Program you agree that: (i) you will contact us directly and give us the opportunity to try to resolve any and all disputes before you take any action in court, or otherwise; (ii) any and all disputes, claims and causes of action arising out of or connected with the Program shall be resolved individually, without resort to any form of class action; (iii) any and all claims, judgments and awards shall in no event include legal fees; and (iv) and to the extent permitted by Law, under no circumstances will Member be permitted to obtain awards for, and Member hereby waives all rights to claim, 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.
- k. In the event that any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.