

REEL IN THE BIG ONE WITH
Goodman® & WOLSELEY

QUALIFY
FOR A 3-NIGHT
FISHING ADVENTURE
 At Reid's Birch Island Resort
 in Minaki, ON.
Sept. 12-15, 2017
 Featured on Bob Izumi's
 Real Fishing Show.

BE ONE OF THE FIRST
10 CUSTOMERS TO QUALIFY
 and redeem your points for our fishing adventure!

How to Qualify
 Receive 1 point for every \$100 purchased of any GSX or
 GMSS/GMEC model. Earn 400 points and redeem to WIN!
 excludes National Accounts
 Talk to your Branch or Sales Representative for more information.

Qualification Period
April 1, 2017 – July 31, 2017

REEL IN THE BIG ONE WITH GOODMAN & WOLSELEY

PROMOTIONAL LOYALTY PROGRAM TERMS & CONDITIONS

The following terms and conditions apply to the Wolseley Canada **REEL IN THE BIG ONE WITH GOODMAN & WOLSELEY** Promotional Loyalty Program (the “**Loyalty Program**”). These Loyalty Program terms and conditions are subject to change without advance notice. Wolseley Canada Inc. may at any time terminate or modify the Loyalty Program at its discretion by posting such changes at <https://www.wolseleyexpress.com/LocalAssets/Promo/all/ReellnPromoTerms.pdf>. Your continued participation in the Loyalty Program after the posting of any such changes constitutes your acceptance of such changes. You should therefore periodically visit this page to review the then-current Terms to which you are bound. You waive any right you may have to receive specific notice of such changes

1. The Loyalty Program was developed and is sponsored by Wolseley Canada Inc. (“**Wolseley**”) as a brand loyalty program for Wolseley’s Ontario plumbing and HVAC/R branch customers who purchase **GOODMAN** products, are legal residents of Canada, have reached the age of majority in their province or territory of residence and whose Wolseley account is in good standing, but excludes national account customers, employees of Wolseley and its affiliates and the immediate family who live in the same household as any of the foregoing (“**Eligible Customers**”).
2. By participating in the Loyalty Program, you: (i) represent that you are an Eligible Customer, (ii) acknowledge and agree to be bound by these terms and conditions and, if applicable, (iii) consent to the collection and use of personal information in accordance with

Wolseley's privacy policy available here: <https://wolseleyinc.ca/privacy-policy.html>. Only Eligible Customers may benefit from the Loyalty Program.

3. Eligible Customers will accrue loyalty points ("**Points**") on account of all purchases of *GOODMAN* GSX and/or GMSS/GMEC products made at Wolseley's **[BC, Alberta, Saskatchewan, Manitoba, Thunder Bay, Dryden and Kenora plumbing and HVAC branches]** between April 1, 2017 and July 31, 2017 (the "**Term**"). One (1) Point will be awarded for every one hundred dollars (\$100.00) spent on *GOODMAN* GSX and/or GMSS/GMEC products during the Term.
4. To redeem Points, an Eligible Customer must have accumulated sufficient Points required for the Loyalty Trip described herein.
5. The first 10 (ten) Eligible Customers who accrues **four hundred (400)** Points or more during the Term will be entitled to redeem such Points for an all expenses paid (airfare, booking fees and surcharges for air travel, three (3) nights accommodations, ground travel, fishing activities and three (3) meals per day plus applicable taxes) trip for one (1) person to Reid's Birch Island Resort in Minaki, Ontario from **[September 12-15, 2017]** (the "**Loyalty Trip**"). Notwithstanding a Customer's total number of Points accrued during the Term, each Eligible Customer will only be entitled to redeem Points for one (1) Loyalty Trip. Minimum purchase of \$40,000 required.
6. Points accumulated by an Eligible Customer during the Term will be revoked on account of any returns of *GOODMAN* GSX and/or GMSS/GMEC products made by such Eligible Customer during the Term or for fifteen (15) days following the expiry of the Term. If an Eligible Customer elects to redeem accumulated Points for the Loyalty Trip by **August 15, 2017** (the "**Redemption Deadline**"), that Eligible Customer will, from the date of such redemption or the Redemption Deadline, whichever is earlier, be prohibited from returning or otherwise obtaining a refund for any *GOODMAN* GSX and/or GMSS/GMEC products purchased by such Eligible Customer during the Term if such refund or return (including those made after the Loyalty Trip has taken place) would cause (or would have caused) the balance of such Eligible Customer's Points total to be reduced (or to have been reduced) to less than four hundred (400).
7. Points are not transferable and may only be accumulated based on an Eligible Customer's own purchases on such Eligible Customer's Wolseley account.
8. Wolseley assumes no responsibility for any loss, damage, defect, injury, death or expense relating to the Loyalty Trip.
9. Points have no cash value and cannot be exchanged for cash. Points cannot be sold or purchased and may not be exchanged, gifted, bartered, mortgaged or made subject to any security interest or charge. Points cannot be used as credit against any outstanding Wolseley account balance.
10. Wolseley reserves the right to revoke an Eligible Customer's participation in the Loyalty Program at any time and to terminate, change, limit, modify, cancel or discontinue the Loyalty Program and any terms and conditions, rules, regulations, benefits or conditions of participation in the Loyalty Program at any time, with or without advance notice even

though such changes may affect the value of the benefits of the Loyalty Program and Wolseley will have no liability to any Eligible Customer and is automatically released from all claims by Eligible Customers in respect of such changes.

11. All Points totals will be deemed to be correct, unless otherwise determined by Wolseley. Discrepancies must be addressed with Wolseley within ten (10) days of the date the discrepancy occurred.
12. Wolseley is not responsible for any errors or omissions with regard to the Loyalty Program. Wolseley is also not responsible for any unauthorized use of Points or for any redemption of Points in the Loyalty Program.
13. Abuse of the Loyalty Program, including failure to comply with these terms and conditions, the sale or barter of Points and any violation, fraud, abuse or misrepresentation of fact relating thereto or other improper conduct as determined by Wolseley in its sole judgment may result in the forfeiture or revocation of some or all of an Eligible Customer's Points without compensation as deemed appropriate and necessary by Wolseley. Wolseley, in its discretion, may prosecute abuse of the Loyalty Program to the fullest extent of the law.
14. The Loyalty Program is void where prohibited by federal, provincial or local law.
15. Wolseley makes no representations or warranties in respect of and will not be liable or responsible in any manner for any tax consequences which may arise from any participation in the Loyalty Program.
16. All accumulated Points will be forfeited upon the closure of an Eligible Customer's Wolseley account.
17. BY PARTICIPATING IN THE LOYALTY PROGRAM, YOU AGREE THAT NEITHER WOLSELEY NOR OUR AFFILIATES NOR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF OR DAMAGE TO REVENUE, PROFITS, SAVINGS, GOODWILL OR DATA) (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) THE LOYALTY PROGRAM OR THE LOYALTY TRIP (EXCEPT THE COSTS OF THE LOYALTY TRIP WHICH ARE SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS); (II) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING THE LOYALTY PROGRAM; (III) ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (IV) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE LOYALTY PROGRAM OR THE LOYALTY TRIP; (V) ANY PRINTING, PRODUCTION, OR OTHER ERRORS IN ANY MEDIUM RELATED TO THE LOYALTY PROGRAM OR LOYALTY TRIP; OR (VI) ANY DELAY OR FAILURE TO CREDIT YOUR ACCOUNT WITH LOYALTY PROGRAM POINTS. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE OR OUR AFFILIATES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND

DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY OF THE FOREGOING LIMITATIONS OF LIABILITY IS FOUND TO BE VOID, INVALID, OR UNENFORCEABLE FOR ANY REASON BY A COURT OR AUTHORITY OF COMPETENT JURISDICTION, THEN SUCH LIMITATIONS OF LIABILITY SHALL BE CHANGED AND INTERPRETED BY SUCH COURT OR AUTHORITY SO AS BEST TO ACCOMPLISH THE INTENT AND THE OBJECTIVES OF THE ORIGINAL PROVISIONS TO THE FULLEST EXTENT ALLOWED BY LAW AND THE REMAINING LIMITATIONS OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT.

18. Wolseley, its subsidiaries and affiliates, and their respective officers, directors, employees, and agents (collectively, the "**Released Parties**") make no warranty and provide no conditions, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, with respect to the Loyalty Program, the Loyalty Trip or any products or services related to the Loyalty Program, including products required to be purchased in order to accrue Points. By participating in the Loyalty Program, each Eligible Customer hereby releases the Released Parties from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, legal fees) relating to that Eligible Customer's participation in the Loyalty Program, redemption of Points, or agreement to these terms and conditions.
19. All decisions regarding the interpretation of these terms and conditions and the administration of the Loyalty Program shall be at the sole discretion of Wolseley. Any disputes arising therefrom shall be resolved by Wolseley in its sole discretion and all such decisions shall be final and binding on all Eligible Customers.
20. Any claim or dispute arising or relating thereto or otherwise involving the Loyalty Program or these terms and conditions shall be governed and construed in accordance with that the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to its conflict of laws rules. The parties hereby waive any right (a) to a trial by a jury or (b) to participate in a class action in court or in class-wide arbitration, whether as a class representative, class member or otherwise.