

# Terms and Conditions eXtra - The Loyalty Program

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THIS PROGRAM IS NOT OPEN TO THE GENERAL PUBLIC. VOID IN U.S. TERRITORIES AND WHERE PROHIBITED BY LAW. THESE PROGRAM RULES DO NOT MODIFY, AMEND, OR CHANGE ANY TERMS OF ANY SALES, PURCHASE, OR DISTRIBUTOR AGREEMENT BETWEEN SPONSOR AND ITS AUTHORIZED DISTRIBUTORS.

## Sponsor

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The EXTRA LOYALTY PROGRAM (“Program”) is sponsored and operated by ROBERT BOSCH LLC., Oakbrook Terrace Tower, 1 Tower Lane, Suite 3100, Oakbrook Terrace, IL 60181, USA (“Sponsor”). Bosch may introduce cooperation partners from time to time; we will advise you by email whenever a cooperation partner joins or leaves eXtra. A reference to “Sponsor” will be deemed to include reference also to the cooperation partners. Samhammer AG, Zur Kesselschmiede 3, 92637 Weiden, Germany and PartsTech, Inc., One Broadway, 14th Floor, Cambridge, MA 02142 (“IT-system operators”), have been contracted by Bosch as the IT-system operators for eXtra. IT-system operators may subcontract their services from time to time. The administrator of this Program is The Award Zone, a division of Todd Wenzel, Inc., 107 Old Avery Dr., Canton, GA 30115 (“Administrator”).

## 1. Program Description; Right to Modify

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This Program will operate, at Sponsor’s option, from its launch until Sponsor cancels or terminates it (“Program Period”). During the Program Period, Participants (defined in paragraph 2) may earn points through purchasing selected products via selected Distributors and/or via the eXtra e-commerce site accessible at [extra.partstech.com](http://extra.partstech.com) (the “Site”). A list of all the products and their corresponding point value is located under the eXtra products page or visible on the Site. Apart from the standard points awarded, at special sales campaigns a Participant has points credited solely in accordance with the rules for participation stipulated by the Providers in their conditions for the special sales campaigns.

The conditions for participating in the special sales campaigns in the eXtra loyalty program which are binding on the Participant will be defined separately by the Providers and notified to the Participant. The Participant has no entitlement to being eligible to participate in the sales campaign. Sponsor reserves the right to cancel, modify, restrict, waive, temporarily suspend or terminate this Program, at any time without prior notice, including without limitation, participation criteria, points value, points accrual, ability to use accumulated points, the number of points required to redeem a particular award or category of awards, or redemption criteria. Sponsor reserves the right to verify eligibility requirements and reported sales transactions in any manner it deems appropriate.

## 2. Eligibility

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eXtra is open to all independent automotive service centers in Canada (“Participants”); excluding those which an employee of Bosch, or any other company within the Bosch group of companies, is interested in, in any way (by way of ownership or control) and those which are Resellers of products whereby points are awarded upon. To participate, the business owner must register the Participant on the eXtra website (“Site”) at: [www.extra-awards.ca](http://www.extra-awards.ca). Registration to eXtra is free of charge. Within the context of eXtra, at all times, only the business owner (and, if applicable, all shareholders jointly) can act on behalf

of the Participant. If the person acting is not the owner (shareholder) of the Participant, it is assumed that the owner has consented; however, if so requested by Bosch, this must be produced as evidence. In any event, the owner and the person acting must be over 18 years of age. A business owner may register multiple participants (see definition of participants above). Only one account per Participant may be registered. Any additional accounts registered by the same Participant will not be accepted. Any points gained on any additional accounts shall be void. A Participant operating from more than one premises can register all premises and collect all points on one account. Any changes to the details of the Participant must be updated via the Site by the owner without delay. Bosch is not responsible for non-delivery of awards as a result of inaccurate Participant details on the Site. By registering a Participant account, the Participant accepts these Terms and Conditions. Each Participant must provide a telephone number and valid street address for purposes of delivering awards; no post office boxes will be accepted. A Participant's "Enrollment Date" is the day on which Participant registers at the Program Website. To be eligible to participate in this Program, and have the ability to accrue and redeem points, Participants, as of their respective Enrollment Dates, and each accrual and redemption, must be: (a) legal residents of Canada; (b) 18 years of age or older as of the date on which points are redeemed. Employees, officers, directors and contractors of Sponsor, and their respective affiliates, parents, subsidiaries, agents, and their immediate families or persons residing in the same household of such employees are not eligible to be Participants.

### **3. Earning Points; Reporting Requirements**

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During the Program Period, Participants will accrue points beginning on their respective Enrollment Dates for each verified qualifying purchase, transaction or action that a Participant achieves on or before the end of the immediately preceding calendar month, and his/her selected Distributor(s) report(s) to Sponsor each "Qualifying Transaction". For these purposes, the Participant authorizes his/her selected Distributors and/or the Site and IT-system operators to provide periodic sales Data reports to Sponsor and/or Administrator to be used in connection with the administration of the Program, for the benefit of the Participant. The Sponsor and/or Administrator agrees to keep the provided information confidential and to protect such Confidential Information from unauthorized disclosure to any other party. Additionally, the Sponsor and/or Administrator agrees that it will only use such Confidential Information in connection with the administration of the Program for the benefit of the Participant and for no other purpose whatsoever. Products, services and actions which qualify to earn Participants points, the time period during which points may be earned in connection with such sales or actions, and any other key promotional details in connection with offers to earn points are described in detail at the Program Website and may change, commence or terminate at any time during the Program Period, in accordance with their terms. Qualifying Transactions are deemed sold or completed on the date the Participant completes the Qualifying Transaction, i.e., no contingencies to the qualifying purchase or financing (if applicable) remain, the goods are delivered to the purchaser, and are deemed reported to Administrator on the date that Administrator receives a completed sales report, using the reporting forms then-required by IT-system operators, reporting the applicable Qualifying Transaction. All points earned during a month on Qualifying Transactions will accrue approximately mid-month of the following month and Participants' accounts will be updated at the Program Website to reflect points earned. Only one Participant can earn points for each Qualifying Transaction. No retroactive points will be awarded for Qualifying Transactions occurring prior to a Participant's Enrollment Date or for transactions which are not reported or are reported late to Administrator. Qualifying Transactions sold or closed prior to, or after, the Program Period, or on goods or actions not eligible for points, or which are invalid, as determined by Sponsor in its sole discretion, will not earn points for Participants. Sponsor will rely upon reports submitted to it by each Distributor for purposes of administering this Program and, in its

discretion, will validate that a Qualifying Transaction was made, but will not be accountable to Participants for verifying that the submitting Participant is the proper person to earn points for a subject sale or for allocating points to any Participant other than the reporting Participant. Once a sales report is submitted in connection with a Qualifying Transaction, the Participant identified on such report will not be changed or modified except in rare circumstances, and then at Sponsor's discretion. Each month, a report will be sent to the Participant's email stating its current points status. Objections (demonstrable to Bosch's reasonable satisfaction) regarding the accuracy or completeness of the report showing the points status must be raised by the Participant no later than at the end of the month following the crediting of the points either using the online contact form, or by email to [info@extra-awards.ca](mailto:info@extra-awards.ca) or by telephone (877) 716-3908. The Participant can view its current point's status via its online account. The Participant's right to raise an objection shall be waived if not raised in the form and manner referred to above.

#### **4. Point Accrual, Transfer and Forfeiture**

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The accrual or accumulation of points via this Program does not entitle Participants to any vested rights with respect to points, awards, or Program benefits. In accumulating points, Participants may not rely upon the continued availability of any award or award category. Points have no cash value until they are redeemed. Points in this program may not be combined with any other offer, promotion or discount. Point credits will not be issued for any cancelled travel arrangements. Points accrued by a Participant are for the participant's benefit only and may not be sold, bartered, traded, combined, reassigned, transferred or exchanged for anything of value. Sponsor reserves the right to adjust points in connection with quarterly true-up adjustments or otherwise to correct errors. The points earned by the Participant shall expire on December 31st of the year following the year in which they are earned. Thus all of the points earned by the Participant in one calendar year are valid up until December 31st of the following calendar year. For example, points earned in 2022 will expire on December 31, 2023. Violation of these Rules may result in the termination of a Participant from the Program or of his/her account, along with forfeiture of all points then-accrued. Points may be deducted from a Participant's account for any returns or credits made in connection with a Qualifying Transaction, or if Sponsor determines that points were accrued in error. Points forfeited for any reason will not be reinstated into an account. Points will expire if not redeemed prior to Participant's termination, or termination of the applicable Distributor agreement between Sponsor and a Distributor for any reason.

#### **5. Accounts**

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Accounts are assigned by Sponsor in its discretion and any account may be closed by Sponsor at any time, including for dormancy, violations of these Rules or applicable laws, default or other reason. If an account is closed for any reason, the Participant associated with such account will no longer be a participant in this Program or accrue points, and may not redeem points. If a Participant does not accrue new points during any 12-month period, his or her account may be closed and all points in the account will be forfeited. Usernames, passwords, codes and other security devices provided by Sponsor or its agents to Participants may not be shared between account holders, spouses or third parties. Sponsor is not responsible for any lost, stolen or otherwise disclosed access codes, nor shall it re-credit any points withdrawn from an account by a third party provided access to an account by Participant. If a Participant changes his or her name, address, or other information submitted during registration or subsequently to Sponsor, Participant is required to immediately notify Sponsor about such changes via email to [info@extra-awards.ca](mailto:info@extra-awards.ca).

## 6. Redemption

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All points are available for redemption once they are deposited into Participants' accounts. For avoidance of doubt, points are not available for redemption until they are posted in a Participant's account. Participants may redeem points in exchange for award items by following the directions at the Program Website. Only Participant may redeem points from Participant's account. Points redeemed for awards must be less than or equal to total points then-accrued for Participant and, once redeemed, cannot be converted back into a Participant's account.

## 7. Additional Fees; Tax Consequences

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Subject to payment of additional delivery fees, Participants may request, at their expense, expedited delivery of travel certificates, tickets or documents by overnight courier. Participants are responsible for governmentally imposed security fees, taxes, surcharges or other fees as may be imposed on travel by any governmental entity.

## 8. Program Communications

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Participants agree to be contacted by Sponsor, Administrator and their designees by phone, email and mail for purposes of this Program. Sponsor's [Privacy Policy](#) and [Terms of Use](#) apply to this Program and to Sponsor's use of information obtained in the course of administering and operating this Program. Participants should review the Privacy Policy and Terms of Use prior to registering and from time to time during the Program Period in order to understand how Sponsor collects, shares and uses personal data. Participants may decline to receive third-party communications at any time; however, Participants may not unsubscribe from Program communications without leaving the Program and terminating their account.

## 9. Participant Information

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By enrolling in the Program, Participant agrees that Sponsor, Administrators, IT system operators and any other third party service providers (the "Program Entities") may collect, transfer and process information about Participant's workshop, including but not limited to parts vendors, wholesale accounts, purchases and any personally identifiable information contained therein ("Participant Data") in accordance with Sponsor's Privacy Policy located at [www.extra-awards.ca/datasecuritypolicy](http://www.extra-awards.ca/datasecuritypolicy), which may be updated at any time at the sole discretion of Sponsor. Participant consents and agrees to the collection, transfer and processing of Participant Data solely for the purpose of facilitating e-commerce and administration of the Program. Participant warrants that it shall (i) obtain and maintain all necessary licenses, consents, and permissions necessary for the Program Entities to collect, transfer and process Participant Data as needed for facilitating e-commerce and administration of the Program, (ii) comply with all applicable laws and regulations with respect to its activities under these Terms and Conditions.

## 10. Awards

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Awards will not be delivered to p.o. boxes. In the event an award is discontinued or not available, Sponsor may substitute an award of equal or greater value in its sole discretion. Participant must accept

award as stated. No substitutions or modifications to awards will be made post-redemption. Any portion of the award not accepted or unclaimed and/or unused by the Participant will be forfeited and will not be substituted. Awards are not transferable, exchangeable, refundable or returnable for any reason other than product defect, and then only with Sponsor's prior authorization. If award includes travel certificates or event tickets, actual value of travel and trip may vary based on airfare fluctuations, time of departure, and distance between departure and destination. Redeeming Participant must book trip through Sponsor's or Administrator's designated travel agency. Travel and accommodations subject to availability, restrictions and change, and black-out periods may apply. Participant bears all responsibility for allowing sufficient time for completion of any affidavits or other administrative details and delivery of travel certificates, event tickets, etc., as applicable, prior to the date of departure, performance or occurrence; provided, however, that Sponsor disclaims any liability for late delivery of any travel certificate, ticket or document relating to an award. Redeeming Participant may be required to execute and return an Affidavit of Eligibility and Liability/Publicity Release and, if a travel companion will accompany redeeming Participant, travel companion may be required to execute and return to Sponsor a release of liability/publicity at least thirty (30) days prior to travel or will not be permitted to accompany redeeming Participant on trip. Any travel companion accompanying Participant on a trip award must be at least 18 years of age at the time travel is booked and must be recognized as an adult under the laws of his/her state of residence or travel companion will not be permitted to accompany Participant. Redeeming Participant and any guest (if applicable) must travel on the same itinerary, are responsible for providing all required identification, including government ID and passports, as applicable, and complying with all applicable security requirements. Car rental agreements may require Participants to be 25 or older at the time of rental. Terms and conditions of all transportation and event tickets and of any applicable venue apply. Passenger facility charges, baggage fees, seat upgrades, international entry or departure taxes and/or fees, any applicable local taxes and fees, and any other fees, are at traveler's expense. Participants acknowledge that Sponsor has not arranged for, and does not carry, any insurance of any kind for the benefit of Participant or Participant's travel companion in connection with any travel or trip award.

## **11. Warranty Disclaimers**

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Manufacturers' warranties apply. Sponsor makes no representation to Participants as to the fitness or suitability of any tangible goods for any purpose, and Sponsor offers no manufacturers' or other warranty on awards.

## **12. Releases**

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By participating in this Program, Participants and Participants' heirs, spouses, guardians, executors, successors and assigns, hereby irrevocably release, indemnify and hold Sponsor, its parent, subsidiaries, affiliates, Administrator and IT-system operators, and their respective directors, officers, employees, or agencies (the "Program Entities") harmless from any and all liability for any claims, demands, personal injury or death, property damage, losses, tax liabilities, or claims based on defamation, rights of privacy, intellectual property rights or rights of publicity, or damages of any kind arising from Participant's participation in this Program or resulting from acceptance, possession, use or misuse of any points or any award, including travel to, from or in and around any trip or award destination.

## **13. General Terms**

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This Program is subject to all applicable federal, territorial and municipal laws and regulations. Sponsor reserves the right, in its sole discretion to cancel or suspend part or all of this Program in the event that printing errors, unauthorized intervention or other causes corrupt or impair the administration, or security of the Program. In such event, Sponsor may award points based on data received up to the date of cancellation or suspension. By participating, Participants agree to abide by these Rules and the decisions of Sponsor, which shall be final and legally binding in all matters relating to this Program. Participants agree to use of their names and likenesses for publicity purposes without further compensation, where legal. The Program Entities are not responsible for: (1) typographical errors in any materials relating to this Program; (2) lost, misdirected, incomplete, or delayed notifications; (3) unauthorized human intervention in any part of the point tracking process of this Program; or (4) electronic or human error which may occur in the administration of this Program, or any other causes beyond the Program Entities' control, making it inadvisable, illegal, impossible, or impractical to continue this Program. Sponsor reserves the right, in its sole discretion, to: (i) disqualify any Participant from this or any Program Sponsor sponsors, now or in the future, it finds to be tampering with the operation of this Program, or to be acting in violation of these Rules; and (ii) cancel or suspend part or all of this Program in the event that printing errors, computer virus, bugs, technical failures, tampering, fraud, unauthorized intervention or other causes beyond Sponsor's control, corrupt or impair the administration or security of this Program or the Program Website.

#### **14. Dispute Resolution; Governing Law**

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Unless prohibited by law, by participating in this Program, the Participant agrees that: (1) litigation, claims and causes of action arising out of or in connection with this Program shall be resolved individually, without recourse to any form of class action, and exclusively in the courts of Ontario; (2) claims, judgments and awards shall be limited to actual expenses incurred, including costs associated with participation in the Program, not to exceed two hundred and fifty dollars (\$250), but in no case shall it include legal fees; and (3) in no case shall the Participant be permitted to obtain judgment in respect of indirect damages, punitive, incidental and consequential or other damages, other than expenses actually incurred, and in respect of any right to multiply or otherwise increase the amount of damages, and the Participant waives this right. The Participant acknowledges that all bonuses are granted as is, without warranty or representation, express or implied, in fact or by right, regarding the use or enjoyment of the premium, including, without limitation, its quality, marketability or suitability for a particular purpose. Except where prohibited, as a condition of participation in this Program, the Participant agrees that litigation, claims and causes of action arising from this Program, accumulated points, redeemed bonuses or eligible transactions, or related to it, shall be resolved individually, without recourse to any form of collective action. All problems and questions concerning the validity, interpretation and application of these Terms, or the rights and obligations of the Participant, the Distributor and the Promoter in relation to this Program, as well as any disputes arising from these elements (whether arising as a result of, or in connection with, a breach of contract, wrongdoing or otherwise) is governed by the laws of the Province of Ontario, without regard to any rules or provisions relating to the selection of applicable laws or conflict of laws (whether in the Province of Ontario or any other Territory), which could result in the enforcement of the laws of any Territory other than the Province of Ontario.

#### **15. Sales Records; Inspections**

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A Participant does not accrue points or earn awards, unless and until Participant's eligibility and sales reports have been verified. Sponsor reserves the right to validate all Qualifying Transactions and

eligibility of potential Participants in any manner and at any time, including after any point accrual or redemption, as it deems appropriate.

## **16. Termination and Disqualification**

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Participation in eXtra may be terminated by either Bosch or the Participant at any time. In the event of termination by the Participant, the Participant can either delete their account online or give eXtra customer service notice of termination in writing to [info@extra-awards.ca](mailto:info@extra-awards.ca). The right to redeem the points already collected on the date of termination shall remain unaffected hereby, unless the termination was due to fraudulent participation. Upon termination, the Participant's data will be anonymized after 90 days.

ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE PROGRAM WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES), FROM ANY SUCH PARTICIPANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

[Download T&Cs](#)

**December 2021**