

## **West Edmonton Mall Toyota Loyalty App (the “App”) Terms and Conditions**

Please read the following so that the user understands the Terms and Conditions for the App, which the user must accept before the user can enroll in and participate in the Rewards program. If the user does not accept these Terms and Conditions, the may not enrol in or participate in the Rewards program. By clicking "**I accept**" below, the user is agreeing to these Terms and Conditions and the Privacy Policy set forth below.

### **Defined Term**

**Reward-** the non-monetary extrinsic reward point a user shall receive in proportion to their purchases at West Edmonton Mall Toyota as set forth below.

### **Eligibility and Account Creation**

This App is not targeted towards, nor intended for use by, anyone under the age of 18. The user must be at least the age of 18 to access and use the App. In order to use certain functions in the App the user must register for an account. The user agrees to (a) only create one account; (b) provide accurate information during the account creation; (c) maintain and update account information when necessary; (d) maintain proper security of the account by not sharing the password with others and restricting access to the account; (e) notify West Edmonton Mall Toyota if the user suspects any security breach related to the App; (f) take responsibility for any and all activities that occur under the user account, and accept any and all risks of unauthorized access.

### **Privacy**

Please read West Edmonton Mall Toyota’s Privacy Policy [<https://www.wemtoyota.com/privacy.htm>] to carefully understand how West Edmonton Mall Toyota collects, uses, and discloses personal information from its users. By downloading and installing the App the user consents to all collection, use and disclosure of the user’s personal information in accordance with these Terms and Conditions, including our Privacy Policy.

### **Google Terms and Conditions; West Edmonton Mall Toyota Policies**

These Terms and Conditions supplement and incorporate (a) the Google Play (“**Google**”) Terms and Conditions (located at <https://play.google.com/about/play-terms/index.html>) including and without limitation to, the LICENSES APPLICATION END USER LICENSE AGREEMENT provided in the Google Terms and Conditions; and (b) all other West Edmonton Mall Toyota policies posted on (<https://www.wemtoyota.com/privacy.htm>) (“**West Edmonton Mall Toyota Website**”). If any of these Terms and Conditions conflict with the Google Terms and Conditions, the Google Terms and Conditions will control, solely to the extent such terms apply to the App. West Edmonton Mall Toyota is solely responsible for the Content (as such term is defined below) that it includes in the App.

## West Edmonton Mall Toyota Rewards Program

The user may collect Rewards (the “**Rewards**”) on the purchase of eligible products or services at the dealership, but only after the user registers for an account through the App. The user will have 45 days from the purchase date to register for the App, otherwise points will not be awarded.

### Setting Up an Account to Access the App

To set up an account to use the App, go to the App at <https://play.google.com/store> and follow the prompts to create an account. The user will be required to provide the following information:

- (1) First Name
- (2) Last Name
- (3) Birthday (Month, Day, Year)
- (4) Email and/or Phone Number

This information will be used to validate the user’s information in West Edmonton Mall Toyota’s client list and track the user’s transactions on the App via customer number. If the user is not currently a West Edmonton Mall Toyota customer, the customer number will be created during first purchase. The user may have up to 4 (four) people added to the user’s account that live in the same household as the user. All users will share the same pool of Rewards, and all users may be able to earn and redeem Rewards from the shared pool of Rewards. The users are responsible for the use of the App by the user’s family members signed up on the user’s account.

### Earning Rewards

The Rewards available to the user through the App are based on the user’s dollars spent at West Edmonton Mall Toyota. The user can earn Rewards in the following way:

- (1) **Paying for the user’s service\* at the dealership.** When the user pays for the user’s service, the user can earn **1 (one) Reward for every 1 (one) Canadian Dollar on 5% of the user’s total purchase price before tax.**
- (2) **Paying for the user’s parts\* at the dealership.** When the user purchases any parts, the user can earn **1 Reward for every 1 Canadian Dollar on 5% of the user’s total purchase price before tax.** Does not apply to parts added at the time of purchase of a vehicle.

\*All Rewards on service and parts eligible purchases may take up to 45 business days to be shown on the App.

West Edmonton Mall Toyota reserves the right to change or suspend the number and type of Rewards offered to the user at any time.

## **Multiple Tender Transactions**

The user will still be able to earn Rewards on purchases made using West Edmonton Mall gift cards and Visa or MasterCard gift cards so long as they are spent on service and/or parts at West Edmonton Mall Toyota.

## **Exclusions to Earning Rewards**

The following services are exempt from earning Rewards:

- (1) Free oil change program;
- (2) All finance products and parts accessories associated with the purchase of a new or used vehicle, such as: protection film, warranties, life and disability insurance, undercoat, rust inhibitor, fabric protection, paint protection, gap insurance, wear pass, easy care, and all and any fees associated within the finance department;
- (3) Any product sold through the finance office, after the purchase of a new or used vehicle;
- (4) Vehicle purchases/services/parts deemed to be fleet whereas Toyota has added additional incentives for fleet related customers; and
- (5) Vehicle purchases/services/parts deemed to be wholesale whereas the purchaser is not the end user or final purchaser of the vehicle.

### **1. Redeeming Rewards**

2. Available on any product or service at West Edmonton Mall Toyota. User must advise at time of payment that they are redeeming points.

## **Returns**

User Rewards balance will be impacted by returns as follows:

- (1) If the user returns merchandise purchased with Rewards, the Rewards will be added back to the user's account. This will be reflected on the "Rewards" window in the App.
- (2) If the user returns merchandise purchased without Rewards, the earned Rewards on the original transaction will be removed from the user's account.

All Rewards may take up to 45 business days to be shown on the App. For further information about how West Edmonton Mall Toyota handles returns, please refer to [www.wemtoyota.com](http://www.wemtoyota.com).

## **Reward Expiration**

Unless otherwise stated, all Rewards will automatically be added to the user's account within 45 business days of any eligible purchase. **All Rewards expire after 5 (five) years of having been**

**earned.** For example, if the user makes a purchase on January 1, 2022, the user's Rewards will expire on January 1, 2027. The oldest Rewards will be used towards any redemptions.

### **Email Communications, Push Notifications, and In-App Messages**

Once a user signs up for a West Edmonton Mall Toyota account using the App, users may choose to opt in to receiving promotional emails from West Edmonton Mall Toyota regarding exclusive App-related offers. The user may at any time opt out from receiving promotional emails.

Upon download of the App, users have the opportunity to opt in to **receive push notifications** on their mobile device. These notifications may include promotional communications, offers, and service notifications concerning the user's vehicle. Users may at any time opt out from receiving push notifications, controlled in the profile settings in the App. Opting out of push notifications will not alter the status of email communications.

In-App messages will automatically be displayed to the user via the App display box and/or sent to the user via the inbox in the App. Messages include, but are not limited to, promotional communications and offers. If the user wishes to not see in-App messages, the user will have to cease use of the App. **If the user ceases use of the App, earned Rewards will be removed from the user's account after 5 years.** For example, if any user ceases use of the app on January 1, 2023, any Rewards gained will be removed on January 1, 2028.

### **Copyright, Trademarks, and User License**

Unless otherwise indicated, the App and all of its content (except for content added by the user in the App) and other materials therein, including, without limitation, the West Edmonton Mall Toyota logo and all designs, graphics, pictures, information, text, data, hyperlinks, barcodes, software and sound files, other files and the arrangement thereof (collectively the "**Content**") are the property of West Edmonton Mall Toyota and are protected by Canadian and international trademark and copyright laws. All West Edmonton Mall Toyota logos, graphics, marks and service marks used in the App are trade names, trademarks, or registered trademarks of WEM Auto Ltd. West Edmonton Mall Toyota marks may not be copied, imitated, or used in whole or in part without the written permission of WEM Auto Ltd. All rights not expressly granted are reserved.

Subject to these Terms and Conditions, West Edmonton Mall Toyota grants a user, personal, non-exclusive, non-transferable, limited, and a revocable license to use the App. The App must only be used for personal use and only in accordance with these Terms and Conditions ("**User License**"). Any other use of the App including but not limited to resale, transfer, modification, distribution, or distribution of any Content is prohibited.

Nothing in these Terms and Conditions shall be constructed as conferring in any manner, whether by implication or estoppel, any title or ownership of, or exclusive rights to any intellectual property, or other right, associated with these Terms and Conditions and any User

License also govern any updates to, or supplemental changes, in which case the amended terms will apply.

### **Acceptable Use**

Use of the App and any Content, and information provided by any user including username and password, address, e-mail address, phone number, financial information, or GPS location transmitted in connection with the App will only be used for the functionality of the App. In no event will this information (a) be used to stalk, harass, defame, abuse, or otherwise infringe on privacy rights or rights of any third party; (b) be unlawful, fraudulent, or deceptive; (c) include spam or any unsolicited advertising; (d) use technology or other means to access West Edmonton Mall Toyota Content that has not been authorized for access by West Edmonton Mall Toyota; (e) use or launch an automated system; (f) attempt to introduce viruses or computer codes to destroy or limit the functionality of the App; (g) attempt to gain unauthorized access to West Edmonton Mall Toyota Website or systems; (h) encourage conduct that would constitute a criminal offense; (i) impersonate any person or entity, or otherwise misrepresent the user's identity; (j) violate these Terms and Conditions; (k) fail to comply with applicable third-party terms and conditions. West Edmonton Mall Toyota reserves the right to terminate use of the App should any of these Terms and Conditions be violated.

### **Indemnification**

User agrees to defend, indemnify, and hold harmless West Edmonton Mall Toyota, and its parent company (WEM Auto Ltd), service providers, independent contractors, agents, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including legal fees on a solicitor and own client basis) (“**Claims**”) that arise from or relate to user's use or misuse of the App or the Content, or both. This provision shall not apply to claims caused by West Edmonton Mall Toyota's negligence or willful misconduct. West Edmonton Mall Toyota reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by users, in which event the user will cooperate in asserting any available defenses. In the event of a third-party claim that the App or use of the App infringes that third-party's intellectual property rights, then West Edmonton Mall Toyota, not Google, will be solely responsible for the investigation and settlement of the claim.

### **Warranties**

The App may include technical inaccuracies or typographical errors. West Edmonton Mall Toyota may make changes or improvements at any time. The application and any materials therein are provided "as is", on an “as available basis”, and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. West Edmonton Mall Toyota disclaims all warranties or conditions of merchantability, non-infringement and fitness for a particular purpose. West Edmonton Mall Toyota does not warrant that the functions contained in the App will be uninterrupted or error-free, that defects will be corrected, or that the

App or the server that makes it available are free of viruses or other harmful components. West Edmonton Mall Toyota does not warrant or make any representations regarding the use of or the result of the use of the App in terms of its correctness, accuracy, reliability, or otherwise. West Edmonton Mall Toyota disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to the user's use of the App. The above exclusions may not apply to the user, to the extent that applicable law may not allow the exclusion of implied warranties or conditions, or both. Users assume total responsibility for their use of the App, the Content added by them to the App and any linked sites. Users' sole remedy against West Edmonton Mall Toyota for dissatisfaction with the App or any Content is to stop using the App or any such Content.

### **No Liability**

Subject to applicable law, and subject only to the indemnification above, in no event shall West Edmonton Mall Toyota, or its officers, directors, employees, shareholders or agents (a) be liable to users with respect to their use of the App, including but without limitation the Reward redemption, the Content or materials or any failure of performance, whether or not resulting from force majeure, theft, communications failure, destruction or unauthorized access to West Edmonton Mall Toyota records, programs or services, (b) be liable to the user for any indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to lost profits, theft or corruption of information, the inability to use the App or any of its features. User's sole remedy is to cease use of the App.

### **Third Party Content, App, Products and Services**

West Edmonton Mall Toyota may provide third party content in the App. This may include embedded content, links to third party content, applications, products, and services, including advertisements and promotions. West Edmonton Mall Toyota is not liable for any third-party content published within the App.

### **Modifications to the App**

West Edmonton Mall Toyota reserves the right to modify, change or discontinue, temporarily or permanently, the App or any of its features, without prior notice. The user agrees that West Edmonton Mall Toyota will not be liable for any changes, modifications, suspensions or discontinuance of, or to, the App.

### **Governing Law and Jurisdiction**

These Terms and Conditions and the use of the Application are governed by the laws of the Province of Alberta, and the laws of Canada applicable therein, without resort to conflict of law provisions.

Users irrevocably consent to the exclusive jurisdiction of the Courts in Edmonton, Alberta, Canada for any legal action arising from the use of the App and these Terms and Conditions.

### **Third Party Beneficiary**

Google and its subsidiaries are third party beneficiaries of these Terms and Conditions. Upon the user's acceptance of these Terms and Conditions, Google will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against the user as a third-party beneficiary thereof.

### **Termination**

West Edmonton Mall Toyota reserves the right to, without notice, terminate user license to use the App, and to block the user and prevent future use and access to the App. West Edmonton Mall Toyota's delays or failure to take such action does not constitute a forfeiture of its rights to enforce these Terms and Conditions.

### **Changes**

West Edmonton Mall Toyota reserves the right to change or modify these Terms and Conditions or any of its policies related to the use of the App, at any time. Any modified or updated Terms and Conditions will be made within the App or posted to the West Edmonton Mall Toyota website. Any continued use of the App will constitute the acceptance to the modifications and/or changes. If the user should not agree with the modifications or changes, the user should cease to use the App and uninstall the App immediately.

### **Severability**

If any provisions laid out in these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the remainder of the Terms enforceability and validity.

### **Language**

By downloading the App, the user acknowledges and agrees that these Terms and Conditions have been prepared in the English language.

Any questions or concerns about the App or these Terms and Conditions should be directed to:

WEM Auto Ltd.  
Customer Care (app@wemtoyota.com)  
1950-8882 170St.  
Edmonton, AB, T5T 3J7