

REFER A FRIEND TERMS & CONDITIONS

QUALIFYING CRITERIA

At the sole discretion of Finning, a qualifying referral (“Referee”) will be determined in accordance with the following criteria:

- Referee has not purchased a new Caterpillar Building Construction Products (BCP) machine from Finning since January 1, 2017.
- A new machine is defined as a reading of 50 hours or less on the hour meter.
- Qualifying machines are any model of Caterpillar Building Construction Products (BCP).
- Used machinery or rental rollouts do not qualify as new machine sales.
- Offer not valid for incomplete, false, illegible, or self-referring submissions. No responsibility will be taken by Finning for referral submissions that are lost, misdirected, improperly recorded, or not received for any other reason.
- Referrer cannot be employed by the purchasing (referee) company or related entity.
- By submitting a referral, you agree to abide by the Finning Refer A Friend Program Terms and Conditions.

PROGRAM DETAILS

- Finning invoice for qualifying new machine sale must be dated on or before December 31, 2021. Upon invoice, one (1) VISA \$500 CAD prepaid card will be mailed to referrer, and a \$500 Parts & Service credit will be added to the referee’s Finning customer account (see Payment, below).
- In the case of an identical or substantially similar referral, the referral that was received first will qualify for the \$500 CAD prepaid card. Each lead is timestamped by the form submission entry.
- Only one (1) VISA \$500 CAD prepaid card will be issued for each referred customer.
- The Refer A Friend Program expires at 5:00 PM MT on December 31, 2021.
- Referee must be within Finning defined sales territory in Canada.
- Referrer must be a legal resident of Canada and 18 years of age or older.
- Finning employees are not eligible to submit referrals with this program.
- Finning has the right to set a limit on the number of qualified referrals submitted by a single referrer.
- At its sole discretion, Finning reserves the right to cancel the Refer A Friend Program or to revise these Terms and Conditions at any time, without prior notice. Any changes will be posted on this web page.
- At the sole discretion of Finning, referrals may be disqualified if any Terms and Conditions of the Refer A Friend Program have been breached.

- At its sole discretion, Finning reserves the right to refuse participation in the Refer A Friend Program based on referrer's and/or referee's lack of observing the Terms and Conditions of the program.
- Referrer represents and warrants that they are eligible to participate in the program with no conflict of interest. Specifically (a) that you have disclosed your participation to your employer, if you have an obligation to do so; (b) that you have obtained all necessary approvals from your employer with respect to participating in the Refer A Friend Program and any compensation that may result; or (c) that you are under no obligation to disclose participation to any other party.
- Finning's maximum liability to you under this program is limited to the above-described referral fee which may be payable to you in accordance with the rules of the Refer A Friend Program.

PAYMENT

- All federal, provincial, and local laws apply. A qualifying participant is solely responsible for all applicable federal, provincial, and local taxes.
- To be in compliance with federal requirements, any referrer that qualifies for more than one (1) VISA \$500 CAD prepaid card must provide tax registration information prior to Finning issuing additional gift cards.
- If your referral results in a qualifying new machine sale invoiced on or before December 31, 2021, you will be sent one (1) VISA \$500 CAD prepaid card within thirty (30) days of the date of the Finning referee invoice; subject to all qualifying criteria, terms and conditions, and payment.
- Parts & Service credit of \$500 CAD will be added to the referee's Finning customer account at the time of invoicing, to be applied against purchase(s) subsequent to the new BCP machine purchase.
- All gift cards will be delivered to the mailing address provided by referrer, mailed out by Finning.

PRIVACY AND USE OF PERSONAL INFORMATION

By participating in the Refer A Friend Program and any promotion offered by Finning in connection with the program, you: (i) grant to Finning the right to use your personal information (collectively the "Personal Information") for the purpose of administering the program, including but not limited to contacting you and shipping any applicable gift cards; (ii) grant to Finning the right to use your Personal Information for publicity and promotional purposes relating to the program, in any and all media without further compensation unless prohibited by law; and (iii) acknowledge that Finning may disclose your Personal Information to third-party agents and service providers (including third party distributors) of Finning in connection with any of the activities listed in (i) and/or (ii) above.

Finning will use your Personal Information only for identified purposes and protect your Personal Information in a manner that is consistent with Finning's Data Governance Statement which can be found here: https://www.finning.com/en_CA/policies/data-governance.html

GOVERNING LAW

These terms and conditions are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein without giving effect to conflict of laws which would lead to the application of any other laws. Any and all disputes, claims and causes of action arising out of or connected with this program shall be resolved exclusively by a court of competent jurisdiction in the city of Edmonton, Alberta.