

# Dealer Sales Representative Incentive Terms & Conditions

These Terms and Conditions form the basis on which Participants may be eligible to participate in the Promotion. By participating in the Promotion (including by submitting an Eligible Quote in accordance with these Terms and Conditions), Accredited Dealers and Participants are deemed to have read, accepted and agreed to be bound by these Terms and Conditions and any participation in the Promotion by Accredited Dealers and Participants constitutes an irrevocable agreement to these Terms and Conditions.

1. The Promotion is only open during the Promotional Period to Participants.
2. The Promotion commences at 12:01am PST on 01 April 2023 and closes at 5:00pm PST on 30 June 2023.
3. To participate in the Promotion and be eligible for a Reward, Participants must, during the applicable Reward Period, submit a sufficient number of Eligible Quotes to SilverChef as per SilverChef's standard processes in effect from time to time, including SCOAP, online application or direct email.
4. Subject to the terms of the Promotion and these Terms and Conditions, a Participant will be eligible, per Reward Period, to earn a Reward in accordance with Section 5 hereof conditional upon such Participant having submitted at least two (2) Eligible Quotes to SilverChef during the applicable Reward Period. For clarity, a Participant shall not be eligible for or entitled to any Reward in respect of any Reward Period if the Participant fails to submit at least two (2) Eligible Quotes to SilverChef in the applicable Reward Period.
5. Rewards will be calculated and distributed monthly during the Promotional Period. Participants that have submitted the requisite number of Eligible Quotes in a Reward Period will be entitled to either one of the following Rewards, as applicable, for and in respect of the applicable Reward Period (without duplication):
  - In the event the Participant has submitted only two (2) or three (3) Eligible Quotes in the applicable Reward Period, the Participant shall receive a CAD\$125 Tinggly e-gift card for that Reward Period; or

- In the event the Participant has submitted four (4) or more Eligible Quotes in the applicable Reward Period, the Participant shall receive a CAD\$250 Tinggly e-gift card for that Reward Period, which shall be the sole Reward earned by such Participant for such Reward Period regardless of the number of Eligible Quotes ultimately submitted by such Participant during such Reward Period.
6. All earned Rewards will be satisfied solely via Tinggly e-gift card in CAD. Rewards cannot be taken as, or redeemed for, cash. For clarity, the maximum number and amount of Tinggly e-gift cards that are eligible to be earned by a Participant as part of the Promotion is three (3) CAD\$250 Tinggly e-gift cards, which shall only be earned if the Participant submits to SilverChef four (4) or more Eligible Quotes in each of the Reward Periods.
  7. Earned Rewards will be delivered the first Friday following the end of each calendar month during the Promotional Period (May 5, 2023; June 2, 2023; July 7, 2023).
  8. Except as otherwise explicitly set out herein, SilverChef hereby disclaims and does not accept any liability or responsibility, whatsoever, for or in connection with or in relation to any of the Tinggly e-gift cards that are distributed as Rewards. All disputes, issues, complaints or enquiries relating to or involving Tinggly e-gift cards, including in relation to the processing thereof or the terms of use applicable to such e-gift cards, must be directed to Tinggly via <https://www.tinggly.com> and Participants must comply with Tinggly's terms and conditions.
  9. Only Participants who submit the minimum number of Eligible Quotes to SilverChef in a Reward Period will be entitled to payment of any earned Reward in respect of that Reward Period. Payment of, or any entitlement to, a Reward cannot be transferred or assigned by any Participant to another employee within the Accredited Dealer or any other person.
  10. Notwithstanding anything to the contrary, SilverChef reserves the right to verify the validity and eligibility of all quotes and other submissions as part of this Promotion for the purposes of approving same as Eligible Quotes and, in its sole and absolute discretion, to disqualify any Accredited Dealer and/or Participant (and reject all Eligible Quotes from any such Accredited Dealer and/or Participant) who SilverChef has reason to believe has breached any of these Terms and Conditions, tampered with

the participation process or engaged in any unlawful or other improper or fraudulent misconduct or activity which has or may jeopardise the fair and proper conduct of the Promotion. SilverChef's legal rights to recover damages or other compensation from such an offender are reserved. All quotes or other submissions as part of this Promotion will be rejected if they do not comply with these Terms and Conditions.

11. Any decision made by SilverChef in relation to the foregoing clause 10, the Promotion, Accredited Dealers, Participants, Eligible Quotes or otherwise arising out of or in any way connected to the Promotion or these Terms and Conditions, is final and binding and no correspondence will be entered into in respect of any decision made. For the avoidance of doubt, any dispute relating to the Promotion (including, without limitation, a dispute as to whether a Participant or Accredited Dealer has complied with these Terms and Conditions or whether a quote qualifies as an Eligible Quote) or these Terms and Conditions shall be resolved by SilverChef in its sole and absolute discretion.
12. SilverChef reserves the right, at any time and from time to time, to suspend, alter, adjust or terminate the Promotion or these Terms and Conditions at its sole and absolute discretion. Any changes to the Promotion or these Terms and Conditions during the Promotional Period will be notified to Participants in writing and will only effect Rewards arising from Eligible Quotes submitted after the changes are communicated to Participants.
13. Accredited Dealers and Participants acknowledge and agree that SilverChef will not be liable for any losses, costs, injury or damages whatsoever or howsoever caused associated with, in connection with, or arising from, the Promotion, these Terms and Conditions or any Reward. By participating in the Promotion, Accredited Dealers and Participants release and hold harmless SilverChef, its affiliates and its and their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns from any and all liability directly or indirectly arising in connection with the Promotion. In no event shall SilverChef or its affiliates be liable for any special, incidental, indirect, punitive or consequential damages, even if advised of the possibility of such damages.
14. This Promotion cannot be used in conjunction with or combined with any other promotion or offer.

15. Participants are solely responsible for payment of any applicable taxes, fees and other assessments on any Reward as well as reporting any Reward to the appropriate taxing authority for tax purposes, as required.
16. SilverChef will collect, use or disclose personal information (if any provided) only for the purpose of administering the Promotion, and will not disclose or provide to any third party any of the personal information provided without the Participant's consent. By participating in the Promotion, each Participant and Accredited Dealer, on its own behalf and on behalf of each Customer, expressly consents to SilverChef, and its agents and representatives, storing, sharing and using personal information submitted in connection with the Promotion (including any personal information in Eligible Quotes) for the purpose of administering the Promotion. If a Participant wishes any of the personal information provided to be changed or deleted from SilverChef's database, please refer to SilverChef's privacy policy at <https://www.silverchef.ca/pages/privacy-policy>.
17. Each Accredited Dealer and Participant shall comply with all laws, legislation and regulatory requirements in connection with their participation in the Promotion. Accredited Dealers and Participants are expressly prohibited from using misleading and/or deceptive conduct and false or misleading statements or advertising to entice Customers into submitting an application with SilverChef and hereby agree to indemnify, defend and hold SilverChef harmless from any and all losses or damages that SilverChef may suffer or incur as a result of any breach of their obligations under these Terms and Conditions, including this clause 17.
18. These Terms and Conditions and the Promotion are governed by the laws of British Columbia and the parties submit to the exclusive jurisdiction of British Columbia.
19. Any provision of these Terms and Conditions which are held to be unenforceable by a court of competent jurisdiction is, where possible, severed to the extent necessary to make the Terms and Conditions enforceable, unless it would materially change the intended effect of these Terms and Conditions. The Promotion is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations.

20. A notice purported to be served under these Terms and Conditions will be deemed to have been properly served if the same is in writing and is sent to the usual address of the recipient by mail, telegram, facsimile, email or telex message or personal delivery.

21. SilverChef assumes no responsibility for failure of the internet, postal delays, any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software, failure of any e-mail or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to a Participant's or Accredited Dealer's or any other person's computer related to or resulting from the Promotion.

22. Unless the context requires otherwise:

- **Accredited Dealers** means SilverChef Accredited Dealers located in Canada that are enrolled or eligible to participate in SilverChef's Partner Program and/or ESI program and "**Accredited Dealer**" means any one of such Accredited Dealers;
- **Eligible Quote** means a quote submitted by a Participant to SilverChef that has reached the purchase order stage, meaning a quote for hospitality equipment whereby a valid purchase order is sent to and received by SilverChef confirming the Customers' acceptance of their rental agreement with SilverChef;
- **Customer** means the applicant named as the customer in an Eligible Quote submitted to SilverChef;
- **Participants** means individuals who are sales representatives at Accredited Dealers and who are enrolled or eligible to participate in SilverChef's Partner Program and/or ESI program;
- **Promotion** means the incentivised promotion detailed in these Terms and Conditions, running for the Promotional Period whereby eligible Participants can earn a Reward for submitting a sufficient number of Eligible Quotes to SilverChef during a Reward Period;
- **Promotional Period** means the period commencing at 12:01am PST on 01 April 2023 and ending at 5:00pm PST on 30 June 2023, subject to any

extensions thereof granted by SilverChef, in its sole and absolute discretion, to certain Participants or Accredited Dealers;

- **Reward** means, in respect of each Reward Period, the Tinggly e-gift card a Participant may be eligible to receive pursuant to, and in accordance with, these Terms and Conditions, the detailed particulars of which are set out in Section 5 of these Terms and Conditions;
- **Reward Period** means a calendar month during the Promotional Period (i.e. April, May or June);
- **SCOAP** means SilverChef's online applications portal;
- **SilverChef** means Silver Chef Rentals Inc. of 948 Homer Street, Vancouver, V6B 2W7; and
- **Terms and Conditions** means these dealer sales representative incentive terms and conditions, as same may be amended from time to time by SilverChef.