

## **\$HOP & EARN REBATE TERMS AND CONDITIONS**

### **1. THE PROGRAM**

1.1 Thank you for your commitment to The Grocery People (“**TGP**”), a division of Federated Co-operatives Limited and your wholesale food distributor. As valued customers, we are pleased to offer to you a \$hop & Earn Rebates Program (the “**Program**”). The terms of the Program are outlined below.

### **2. PROGRAM PARTICIPANTS**

2.1 The Program is available to businesses that meet all of the following criteria (“**Independent Food Operators**”):

- a. Provides food services and / or food supply directly to the general public or a defined consumer base (eg. caterers, restaurants, convenience stores, day cares, churches);
- b. Is an independently owned Small Business (as defined by Industry Canada) or a not-for-profit entity;
- c. Is not part of a franchise or multi-unit chain. Small region chains may be specifically approved by TGP; and
- d. Is an active customer of one or more TGP foodservice sales channel as designated by TGP from time-to-time.

2.2 The following business are specifically excluded from participating in the Program:

- a. Businesses that provide wholesale supply to another business; and
- b. Businesses that are publicly traded or government funded.

2.3 TGP reserves the unfettered right to deny participation in the Program to any Independent Food Operator for any reason whatsoever.

2.4 For each Independent Food Operator to become eligible, they must be in good standing with TGP and complete the attached Registration Form. TGP may require proof of a business license. Once approved by TGP, only then is the Independent Food Operator eligible to earn rebates through the Program (collectively the “**Participants**”, and individually a “**Participant**”).

- 2.5 No substitutions for any of the Participants. The rights and obligations of a Participant in relation to the Program, including the right of any Participant to receive any rebate payable by TGP, are not assignable or transferrable.

### 3. PROGRAM TERM & TERMINATION

- 3.1 A Participant will remain eligible to participate in the Program under the following conditions:
- a. That the Participant continues to meet the criteria as set forth under paragraph 2.1 above;
  - b. The Participant remains in good standing with TGP; and
  - c. TGP continues to offer the Program.

If a Participant is no longer eligible, that Participant is immediately terminated from the Program, without notice, penalty nor damages.

- 3.2 TGP may terminate the Program at any time, without cause, penalty nor damages by providing at least 14 days written notice of its intention to do so and specifying the date and time of termination. Termination does not terminate the obligations of either TGP or the Participants that accrued before termination.
- 3.3 TGP may further amend these terms and conditions at any time, without cause, penalty nor damages by providing at least 14 days written notice of its intention to do so and specifying the date to which the changes come into effect.

### 4. QUALIFYING PURCHASES

TGP will periodically publish a list of items ("List") that qualify for a rebate if purchased by a Participant during the qualifying time period specified on the List. ("**Qualifying Purchases**").

- 4.1 Qualifying Purchases must be made in full case quantities unless otherwise specified on the List. Purchases of partial cases will not qualify for a prorated rebate.
- 4.2 The List will clearly mark the value of the rebate associated with each item. The List will clearly publish the cut-off time to which Participants must order the Qualifying Purchases from TGP in order to obtain the rebate.
- 4.3 TGP may, in its sole discretion, determine the frequency with which the List will be published and the duration of any qualifying time period.
- 4.4 The List may be emailed to Participants at the email address designated on the first page of this document in advance of the start of the relative qualifying time period. This List may also be hand delivered to Participants via their respective account representative.

TGP is not responsible, at any time nor for any reason, for any Participant not receiving a List. TGP also reserves the right to amend its mode of publication of the List to Participants at any time and without damage or penalty.

## **5. ORDERING**

- 5.1 Qualifying Purchases for delivery to or pickup by the Participant must be placed via TGP's available online ordering platform. Where an online ordering platform is not available, Participants may order Qualifying Purchases through their sales representative, telephone or fax or by shopping in person where that service is available.

## **6. EXCLUSIONS**

- 6.1 If the Participant is already receiving a reward, bill back, rebate or any other discount, whether from TGP or directly from the manufacturer of the product, with respect to an item on the List, then the Participant may not collect a rebate on that item pursuant to this Program.

## **7. PAYMENT REBATE**

- 7.1 The amount of the rebate payable under the Program will be calculated by TGP at the end of the qualifying time period as published on each List and will be based on the Participant's total Qualifying Purchases made during the qualifying time period.
- 7.2 The rebate payments will be made by TGP to each Participant via cheque promptly following the end of each qualifying time period for the total rebates earned by that Participant in that time period. All cheques will be made payable to the business name of the Participant as approved by TGP. TGP reserves the right to amend, without notice, the mode of payment of the rebate to Participants.
- 7.3 Rebate payments will include an additional amount of GST pursuant to applicable tax legislation.
- 7.4 A Participant must earn more than \$50.00 in rebates per qualifying time period to be issued a rebate payment. Rebates may not be carried forward to another time period.
- 7.5 TGP may set-off all or a portion of the rebate payable to a Participant against any overdue amounts owed by that Participant to TGP or any of its affiliates including unearned discounts. Rebate payments may be withheld from any Participant which is then in default of any obligations to TGP or any of its affiliates.

## **8. PRICING & SUBSTITUTES**

- 8.1 Adjustments may be made to any item, date or rebate published on the List by TGP providing notice. Once the revised List is published, notice has been satisfied.

8.2 If an item on the List is no longer available, Participants are no longer eligible to earn rebates on that item. No substitutes for items on the List will earn rebates.

## **9. NOTICE**

9.1 Any notice given under this Agreement shall be given in writing and emailed to the respective parties at their email addresses set forth on the face of this document or at such other email address as either party may designate to the other by notice in writing. TGP takes no responsibility for failure of the Participant to receive an email notice that is sent to a designated email address.

## **10. GENERAL**

10.1 These Terms and Conditions are governed by the laws of Alberta. These Terms & Conditions set out the complete and exclusive expression of the terms of the Program and the agreement in that regard between TGP and the Participants and supersedes all prior understandings and agreements in relation thereto.