

RRS: Business T&C

PRODUCT RESERVATION SERVICE TERMS AND CONDITIONS

The following Terms and Conditions of service (“Terms”) are between Rogers Communications

Partnership (“Rogers”) and you that govern your use of the online Product Reservation Service (the “Service”).

The Service enables you to pre-order certain, high-demand devices, as determined by Rogers in its sole discretion, and places you on a wait list. Rogers will only ship device(s) directly to the registered business address of the authorized Business Account (“Account”) with wireless number(s) associated.

By using this Service, the Customer acknowledges, understand and agree to these Terms, as outlined below:

1. For valid registration of using this service; the customer must have an existing business account with Rogers and must be one of the following:
 - a. the registered business account owner;
 - b. the company’s Authorized Person.
2. The customer must provide Rogers with true, accurate, current and complete information as requested. When submitting a reservation using this service; the customer acknowledges and agrees that Rogers may store your IP address for validation and to protect against fraud.
3. Rogers does not guarantee that you will receive the device(s):
 - a) That you have ordered;
 - b) Before other customers who are not using this Service, or have purchased their device through other channels.
4. Upon completion of the online reservation procedure, a confirmation email will be sent to the customer notifying of pending validation. A follow up email, within the 24 hours, will confirm your status. For any reason should your request is declined, the email will outline the reason for refusal.
5. By using this Service, the customer consent to Rogers, its affiliates and/or their agents to contact the customer (including by letter, email, and telephone or otherwise) with correspondences regarding to your use of the Service.
6. Rogers will send the customer weekly email updates advising of your position on the wait list.
7. The customer will be notified 7 days prior to shipping your reserved device(s). Should the customer wish to cancel your order, simply sign-in to your reservation account and select

cancel. Please note: the customer will not be able to cancel the order once device(s) has shipped from warehouse.

8. The customer agrees to keep your email address and other information on record with Rogers current and up-to date at all times.

9. Rogers is not responsible for providing the Service if the customer change or cancel your email address or any other information; and fail to promptly notify Rogers of such change or cancellation. The customer will not be able to use the Service if the email address is not active or is unable to accept emails

10. It is the customer's responsibility to cancel the reservation or use of the Service prior to completing a TOR (Transfer of Responsibility), TNC (Telephone Number Change), wireless account cancellation or telephone number port.

11. Rogers reserves the right to preclude or terminate your use of the Service at any time for any reason in its sole discretion. Any misuse of the Service by the customer; will automatically forfeit your right to receive any device(s) or use of the Service with immediate effect.

12. The customer acknowledges that Rogers may collect personal information for using this Service and may be stored or processed in or outside Canada. This is subject to the laws of other jurisdictions.

13. ROGERS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, ANY DEVICE ORDERED THROUGH THE SERVICE, OR THE DELIVERY OF ANY DEVICE. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROGERS, ITS AFFILIATES OR THEIR AGENTS CREATES ANY TERM, CONDITION, REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED HEREIN.

14. YOU ACKNOWLEDGE AND AGREE THAT ROGERS SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO YOUR USE OF THE SERVICE OR ANY DEVICE ORDERED THROUGH THE SERVICE. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE YOUR USE OF THE SERVICE.

Offer Details

* To receive a device subsidy when you upgrade your smartphone, you may be required to switch to an eligible smartphone plan, if you are not already enrolled.

* Preorder a Google Pixel 3 or Google Pixel 3 XL between October 9, 2018, and October 31, 2018, and receive one Google Pixel Stand on us. Available only while supplies last. Offer available only to Canadian residents aged 13 years or older with Canadian shipping addresses. Pixel 3 or Pixel 3 XL must be purchased through Rogers online or in-store channels in order to receive the bundle offer. Rogers will provide a promotional code with the shipment of your Pixel 3 or Pixel 3 XL, which can then be redeemed for a Pixel Stand on Google Store Canada. Offer cannot be combined with any other promotional codes, or with other bundle offers running at the same time. Offer is non-transferable and is not valid for cash or a cash equivalent. Shipping charges may apply at check out. Void where prohibited.