Automotive Care Experts Program Ownership Change Form

Previous Owner Full Name _____

New Owner First Name _____ **New Owner Last Name** _____

Company Name _____ (Ensure to include official name as this will appear on all future documents)

Mailing Address _____

City _____ **Province** _____ **Postal Code** _____

Phone Number _____ **Email** _____

Language Preference (please circle) ☐ **English** ☐ **French**

Primary Contact/ Manager (if different than owner)

First Name _____ **Last Name** _____

Shipping Address (if different than above)

Street Address _____

City _____ **Province** _____ **Postal Code** _____

Facility

Total number of service bays _____ **Number of Employees** _____

ACDelco ACE Rewards Program

ACE Rewards Points are made by ACDelco to the Business and it will be the sole responsibility of the Business Owner to report any taxable benefit conferred on any individual under the program that may be required under the Income Tax Act and to issue the requisite T4 and T4A information slips.

The undersigned Independent Service Centre (ISC) has read the terms of enrolment of the Automotive Care Experts (ACE) program and wishes to enrol in the ACDelco ACE Rewards Program. **ISC will begin earning rewards on eligible purchases following the month of enrolment in accordance with the Automotive Care Experts program terms and conditions.** The ISC understands that it must be enrolled in the Automotive Care Experts program to be eligible to participate in the ACDelco ACE Rewards Program.

The undersigned Independent Service Centre (ISC) understands that there are two options in receiving ACE Rewards points (Visa card or distributor rebate) and will receive their eligible ACE Rewards in the same way as the previous owner. This option can be updated once annually to be effective in January of the next year.

☐ **YES** Enroll in the Automotive Care Experts Rewards program and continue to receive ACE Rewards in the same way as the previous owner (Visa card or distributor rebate)
☐ **NO** I am not interested in enrolling in the Automotive Care Experts Rewards program at this time

ACDelco ACE Rewards

1. Primary Rewards Cardholder

First Name _____ **Last Name** _____

Address _____
(If different from above)

City _____ **Province** _____ **Postal Code** _____

Email _____

NOTE: Parts purchases from General Motors dealerships nor purchases of training or non-ACDelco parts do not qualify as purchases in the ACDelco Rewards program.

Supplier Information

Sponsoring ACDelco Distributor Name

Name _____ **City** _____ **Code** _____

Other ACDelco Distributor Supplier Names

1. Name _____ **City** _____ **Code** _____

2. Name _____ **City** _____ **Code** _____

3. Name _____ **City** _____ **Code** _____

Training Web Site Access

Please list all technician names that should receive access to the training website. An email is required for the training website.

1. Name _____ **Email** _____ **Position** _____

2. Name _____ **Email** _____ **Position** _____

3. Name _____ **Email** _____ **Position** _____

4. Name _____ **Email** _____ **Position** _____

5. Name _____ **Email** _____ **Position** _____

ACDelco Distributor Supplier Contact

Salesperson First Name _____ **Salesperson Last Name** _____

Terms and Conditions

1. Membership in the Automotive Care Experts Program (the "Program") and the earning and redemption of ACE Rewards are subject to the ACDelco ACE Program Guidelines (the "Guidelines") as they may be amended from time to time by General Motors of Canada Limited ("GMCL" or "ACDelco"). The current version of the Guidelines are attached hereto. These terms and conditions are referred to herein as the "Agreement".
2. Without limiting the generally of section 1 above.
    a. The Guidelines set out the current Program structure and benefits;
    b. ISC must pay all sign up fees and monthly fees as set out in the Guidelines;
    c. ISC must continue to satisfy the Program eligibility requirements;
    d. ISC is solely responsible for the ACDelco ACE AMEX Rewards card; ACDelco is not responsible for lost or stolen cards.
3. During the term of its enrolment in the Program, ISC is licensed to use the ACDelco trade-mark ("the Mark") in connection with the conduct of its related automotive service operations at the location specified on the first page of this ACE Registration Form provided that:
    a. ISC adheres to the standards governing the quality of products and services provided in association with the Mark that are set from time to time by the owner of the Mark, and communicated to ISC by ACDelco;
    b. ISC may use the Mark only in the form and manner, and only with the appropriate legends, prescribed from time to time by the owner of the Mark, and communicated to ISC by ACDelco;
    c. ISC does nothing to jeopardize the validity of the Mark or the goodwill attaching hereto;
    d. ISC uses the Mark only in association with products and services covered by the Canadian trade-mark registration for the Mark, as the case may be, and where the registration for the Mark covers products, ISC may use the Mark only in association with the products purchased directly or indirectly from ACDelco in and for use and sale in Canada;
    e. ISC shall not use the Mark or any other trade-mark of General Motors LLC or any of its subsidiaries or affiliates (collectively "General Motors"), or any part thereof, without the prior written consent of General Motors or its designee;
    f. ISC shall have no right to initiate or prosecute any legal actions or other proceedings, of any nature, involving the Mark; only General Motors and/or GMCL shall have such right;
    g. Upon termination of this Agreement for any reason, ISC shall immediately cease any and all use of the Mark hereunder and shall discontinue the provision of products and services in association with the Mark and shall return to ACDelco all materials bearing the Mark;
    h. ISC further agrees to immediately discontinue the use of the Mark and the "Automotive Care Experts" and "ACE" names upon the written request of ACDelco.
4. ACDelco reserves the right to change, modify, reject application or cancel membership to the Program at any time for any reason without notice. In addition, ACDelco shall have the right to terminate ISC's membership in the Program in the event of ISC's breach of any of these Terms and Conditions or the then current Program Guidelines.
5. **By checking this box □ ISC represents and warrants that the above mentioned business is not currently operating under or in affiliation with any other OE manufacture brand.**

6. ISC will defend and indemnify and hold GMCL harmless from any loss, damage, liability, claim, demand, suit and expense (including legal fees) which may be incurred by GMCL or its officers, directors, affiliates, subsidiaries, parent companies, employees or agents as the result of or in connection with ISC's operation of its automotive service operations or a breach of ISC's obligations or representations under this Agreement or the Guidelines.
7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the province in which the ISC has its principal place of business (as set out on the first page of this ACE Registration Form).
8. The provisions of this Agreement and the Guidelines are severable, and if any part is found to be unenforceable, the enforceability of the remaining provisions shall remain fully valid and enforceable.
9. This Agreement and the Guidelines (as amended from time to time by ACDelco) constitutes the entire agreement between ISC and ACDelco with respect to the Program. The provisions of this Agreement supersede all prior contemporaneous agreements, communications, representations, and understandings of the parties relating to the subject matter hereof.
10. All notices given under this Agreement shall be delivered in writing by facsimile or reputable overnight courier addressed to the other party at the addresses appearing on the first page of this Agreement or such other address as a party may designate in writing to the other party hereto. Notice shall be deemed given upon receipt.
11. ISC may not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of ACDelco.
12. The parties acknowledge that ISC is and shall remain an independent contractor, and its personnel are not employees or agents of ACDelco for any purposes whatsoever. ISC assumes responsibility for the acts of its employees and agents.

Agreement

☐ **I Agree** _____

The Automotive Care Experts Program Member acceptance of this agreement signifies the Automotive Care Experts Program Member has reviewed the Automotive Care Experts Program fulfillment kit and agrees to its content including the Trade Mark and Service Mark License.

**Fees may vary pending any policy change/head office approvals*

ACDelco Representative Signature _____ **Date** _____ (dd/mm/yy)

Sponsoring Distributor Signature _____ **Date** _____ (dd/mm/yy)

Independent Service Centre Owner Signature _____ **Date** _____ (dd/mm/yy)

ACDelco Info-Line
Phone: 1-800-26-DELCO
email: support@acdelcoinfoline.com