

# MASONS FIRST LOYALTY PROGRAM

## Terms and Conditions

Effective Date: February 2026

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**\*\*PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.\*\*** By enrolling in, participating in, or receiving benefits under the Masons First Loyalty Program ("Program"), you ("Member," "you," or "your") agree to be bound by these Terms and Conditions ("Terms"). The Program is owned and operated by Brickworks Supply Co. and its subsidiaries and affiliates ("Brickworks," "we," "us," or "our"). These Terms and Conditions apply to any access to and/or participation in the Program. These Terms and Conditions do not otherwise alter the terms or conditions of any other agreement you may have with Brickworks for other products and services, or the terms or conditions of any other promotional offers or programs conducted by Brickworks.

Brickworks, in its sole and absolute discretion, reserves the right to terminate, modify, add, end or delete any of these Terms and Conditions, this Program, or any other benefits, special offers, or rewards, in whole or in part, at any time, with or without notice. Any changes will be posted to [www.brickworkssupply.com/masons-first](http://www.brickworkssupply.com/masons-first) and effective immediately. You waive any right you may have to receive specific notice of any changes to the Program. If you do not agree with these Terms & Conditions, you must stop participating in the Program.

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### 1. PROGRAM OVERVIEW

1.1. The Masons First Loyalty Program is a discretionary customer loyalty program offered by Brickworks to eligible customers. The Program provides enrolled members with certain benefits, which may include welcome kits, promotional discounts, loyalty rewards, and exclusive pricing, subject to these Terms.

1.2. The Program is offered at the sole discretion of Brickworks and does not constitute a contract for guaranteed benefits, pricing, or services. In the event that your participation in the Masons First Loyalty Program is terminated, then all rewards available to Member are void.

1.3. Program benefits, offers, discounts, and rewards have no cash value and are not transferable, assignable, or redeemable for cash unless expressly stated otherwise. Any rewards received by transfer or assignment shall be cancelled.

1.4. Rewards awarded under this Program may not be redeemed in combination with other promotions, special offers, discounts, or coupons unless specifically allowed by Brickworks.

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## 2. ELIGIBILITY AND ENROLLMENT

2.1. The Program is open to individuals who are at least 18 years of age (or the age of majority in their jurisdiction) and to businesses that purchase products from Brickworks locations. Enrollment is intended for individuals and organizations operating within the construction industry, including owners, employees, and sole traders of businesses with commercial intent and a business nature related or adjacent to masonry and masonry-associated trades.

2.2. Enrollment requires the completion of a Masons First Registration Form (or other form made available by Brickworks) with accurate and complete information, including but not limited to name, contact information, business details, and communication preferences. You may also be provided the opportunity to provide other information.

2.3. By enrolling, you represent and warrant that all information provided is true, accurate, current, and complete. You agree to promptly update your information if it changes. Brickworks is not responsible for missed communications or undelivered benefits resulting from inaccurate or outdated Member information.

2.4. Enrollment is limited to one account per individual or business entity. Duplicate accounts may be merged or terminated at Brickworks' sole discretion.

2.5. Brickworks reserves the right to accept or reject any enrollment application at its sole discretion and without obligation to provide a reason.

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## 3. MEMBER BENEFITS

3.1. Brickworks may, in its sole and absolute discretion and upon successful enrollment and account activation, provide to Members various offers and benefits, subject to availability and these Terms. These benefits of the Program may include:

- Masons First Welcome Kit
- One-time 10% off welcome coupon (see Section 5 for coupon terms)
- Loyalty rewards and points accumulation on qualifying purchases
- Access to Member-exclusive pricing and promotions
- Priority communications regarding new products, events, and offers

3.2. Brickworks reserves the right to modify, add, remove, or replace any Program benefits at any time and for any reason, with or without notice. No Member is entitled to any specific benefit, discount level, or reward structure.

3.3. Benefits are personal to the enrolled Member and may not be transferred, shared, sold, or assigned to any third party.

3.4. Brickworks makes no representations or warranties regarding the availability, continuity, or value of any Program benefits.

3.5. There may be a delay between enrollment, account activation, and the time any Program benefits are made available to you.

3.6. Determination and payment of tax liability on Program benefits, including income tax, if any, are the sole responsibility of Member.

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#### 4. MEMBER OBLIGATIONS

4.1. Members agree to:

- Provide truthful and accurate information at enrollment and throughout participation
- Use Program benefits only for legitimate business purchases made by individuals or organizations with commercial intent and a business nature related or adjacent to masonry and masonry-associated trades.
- Not misrepresent their identity, business affiliation, or account status
- Not duplicate, forge, tamper with, or counterfeit any Program coupons, materials, or communications
- Not share, sell, or transfer their account credentials or benefits to any third party
- Comply with all applicable federal, state, and local laws and regulations
- Treat Brickworks employees and representatives with respect and professionalism

4.2. Any violation of these obligations may result in immediate suspension or termination of membership, forfeiture of all accumulated Program benefits, and any other remedies available to Brickworks under law or equity.

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#### 5. PROMOTIONAL COUPONS AND DISCOUNTS

5.1. The Masons First 10% Welcome Coupon and any subsequent promotional coupons or discounts are subject to the following conditions:

- Coupons are valid for a single use only and must be surrendered at the time of redemption
- Coupons have no cash value and cannot be exchanged for cash, credit, or other consideration
- Coupons may not be combined with other offers, promotions, or discounts unless expressly authorized
- Coupons are non-transferable and may only be used by the enrolled Member to whom they were issued
- Brickworks reserves the right to set expiration dates, exclusions, and redemption limits on any coupon or promotion
- Coupons that are duplicated, forged, altered, or obtained through unauthorized means are void

- Brickworks reserves the right to refuse redemption of any coupon it reasonably believes to be invalid, fraudulent, or obtained in violation of these Terms

5.2. Discount calculations, including whether discounts are applied before or after applicable taxes, shall be determined by Brickworks at its sole discretion and may vary by location or transaction type.

5.3. Brickworks may impose minimum purchase requirements, product exclusions, or other restrictions on any promotional offer at any time.

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## 6. PROGRAM MODIFICATION, SUSPENSION, AND TERMINATION

### **\*\*Brickworks' Rights\*\***

6.1. Brickworks reserves the absolute and unconditional right to modify, suspend, or terminate the Program, in whole or in part, at any time and for any reason, including but not limited to business, operational, financial, strategic, or legal considerations, with or without prior notice to Members.

6.2. Brickworks reserves the right to suspend, restrict, or terminate any individual Member's participation in the Program at any time and for any reason, including but not limited to:

- Violation or suspected violation of these Terms
- Fraudulent, deceptive, or abusive conduct
- Misuse or attempted misuse of Program benefits, coupons, or discounts
- Providing false, misleading, or incomplete information
- Conduct that is harmful to Brickworks' business interests, reputation, or relationships
- Abusive, threatening, or inappropriate behavior toward Brickworks employees, agents, or representatives
- Failure to maintain an active purchasing relationship with Brickworks
- Inactivity for a period determined by Brickworks at its sole discretion
- Any other reason Brickworks deems appropriate in its sole and absolute discretion

6.3. Upon termination of a Member's participation, whether by Brickworks or by the Member, all Program benefits, accumulated rewards, unredeemed coupons, and any other entitlements shall be immediately forfeited and shall have no further value. Brickworks shall have no obligation to compensate the Member for any forfeited benefits.

6.4. Brickworks' decision to terminate or suspend a membership is final and not subject to appeal, review, or arbitration unless otherwise required by applicable law.

### **\*\*Member's Rights\*\***

6.5. Members may cancel their participation in the Program at any time by notifying Brickworks in writing (email, mail, or in-person at any Brickworks location). Cancellation will be effective upon processing of the request.

6.6. Upon voluntary cancellation, all accumulated benefits, unredeemed coupons, and rewards are forfeited.

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## 7. DATA COLLECTION, USE, AND PRIVACY

7.1. By enrolling in the Program, you consent to the collection, storage, processing, and use of your personal and business information by Brickworks for the following purposes:

- Program administration, account management, and benefit delivery
- Communications regarding the Program, including promotional offers, updates, and notices
- Internal business analytics, reporting, customer segmentation, and market research
- Fraud prevention, compliance, and security purposes
- Improving products, services, and customer experience

7.2. All personal data collected pursuant to this Program shall be subject to Brickworks' Privacy Policy, which can be found at the following [hyperlink](https://www.brickworkssupply.com/privacy-policy):  
<https://www.brickworkssupply.com/privacy-policy>

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## 8. LIMITATION OF LIABILITY

8.1. **\*\*TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL BRICKWORKS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AND AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAM, INCLUDING BUT NOT LIMITED TO:\*\***

- Loss of benefits, rewards, or promotional offers
- Modification, suspension, or termination of the Program or any Member's participation
- Errors, inaccuracies, or omissions in Program materials, communications, or systems
- Unauthorized access to or use of Member data
- Any action or inaction by Brickworks related to the Program

IF A PARTICIPANT OF THE PROGRAM PROVES THAT IT HAS BEEN IMPROPERLY DENIED ANY REWARD OR BENEFIT DUE UNDER THE PROGRAM, THEN SUCH PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO ONLY AN EQUIVALENT REWARD OR BENEFIT.

8.2. **\*\*IN NO EVENT SHALL BRICKWORKS' TOTAL AGGREGATE LIABILITY TO ANY MEMBER IN CONNECTION WITH THE PROGRAM EXCEED THE LESSER OF (a) THE**

TOTAL VALUE OF BENEFITS ACTUALLY RECEIVED BY THE MEMBER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (b) ONE HUNDRED DOLLARS (\$100.00).\*\*

8.3. Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, Brickworks' liability shall be limited to the fullest extent permitted by applicable law.

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## 9. INDEMNIFICATION

9.1. You agree to indemnify, defend, and hold harmless Brickworks, its officers, directors, employees, agents, subsidiaries, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your participation in the Program
- Your violation of these Terms
- Your violation of any applicable law or regulation
- Any misrepresentation or fraud by you
- Any dispute between you and any third party related to the Program

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## 10. DISCLAIMER OF WARRANTIES

10.1. \*\*THE PROGRAM AND ALL BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BRICKWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.\*\*

10.2. Brickworks does not warrant that the Program will be uninterrupted, error-free, or available at all times or at all locations.

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## 11. DISPUTE RESOLUTION AND GOVERNING LAW

11.1. These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

11.2. Any dispute, claim, or controversy arising out of or relating to the Program or these Terms shall first be submitted to good-faith negotiation between the parties. If the dispute cannot be resolved through negotiation within thirty (30) days, it shall be resolved through binding

arbitration administered in accordance with the rules of the American Arbitration Association, with the arbitration to take place in Illinois.

11.3. **\*\*TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION RELATED TO THE PROGRAM OR THESE TERMS.\*\***

11.4. Notwithstanding the foregoing, Brickworks reserves the right to seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or business interests.

11.5. All interpretations of these Terms and Conditions are at Brickworks' sole discretion, and such interpretations shall be final.

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## 12. INTELLECTUAL PROPERTY

12.1. The Mason's First name, logo, branding, program materials, and all associated intellectual property are the exclusive property of Brickworks. Members are granted no license, right, or interest in any Brickworks intellectual property by virtue of their participation in the Program.

12.2. Members may not use, reproduce, distribute, or display any Brickworks intellectual property without the prior written consent of Brickworks.

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## 13. COMMUNICATIONS AND NOTICES

13.1. By enrolling in the Program, you acknowledge and agree that you are opting in to receive marketing and Program-related communications from Brickworks, including via email, text message, mail, telephone, or other channels. You may opt out of promotional communications at any time as described in Section 13.2.

13.2. You may opt out of promotional communications at any time by contacting Brickworks or using the unsubscribe mechanism provided in electronic communications. Opting out of promotional communications does not affect Brickworks' right to send transactional or administrative notices related to your account.

13.3. Any notice required or permitted under these Terms shall be deemed given when sent by Brickworks to the email or mailing address on file for the Member.

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## 14. GENERAL PROVISIONS

14.1. **Entire Agreement.** These Terms constitute the entire agreement between you and Brickworks regarding the Program and supersede all prior agreements, understandings, representations, and warranties.

14.2. **Amendment.** Brickworks reserves the right to amend these Terms at any time. Continued participation in the Program after any amendment constitutes acceptance of the revised Terms.

14.3. **Severability.** If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

14.4. **Waiver.** No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision. Brickworks' failure to enforce any right or provision shall not constitute a waiver.

14.5. **Assignment.** Brickworks may assign its rights and obligations under these Terms to any successor, affiliate, or acquirer. Members may not assign their rights or obligations without Brickworks' prior written consent.

14.6. **Force Majeure.** Brickworks shall not be liable for any failure or delay in performing its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, supply chain disruptions, labor disputes, or system failures.

14.7. **No Third-Party Beneficiaries.** These Terms do not create any rights for any third party. No person or entity other than Brickworks and the Member is a beneficiary of these Terms.

14.8. **Survival.** Sections 6.3, 7.2, 8, 9, 10, 11, and 12 shall survive termination of these Terms and any cancellation of membership.