

## Cardholder Terms and Conditions

The following terms and conditions apply to the Rewards Program (the "Program") of the merchant whose name is set out in this application form and/or the merchant who has otherwise deemed the Member to be eligible to participate in the merchant's Program and has issued the Member a Merchant Points Card (as each such term is defined below) (the "Merchant").

- The Rewards Program (the "Program") awards Reward Points ("Points") to participants of the Program (each a "Member") who present their Merchant Points Card ("Card") for eligible purchases at the Merchant at a rate of accumulation of Points in relation to Canadian dollars spent by the Member, as set by the Merchant from time to time. Points may also be awarded based on other activities as designated by the Merchant from time to time. Points will not be awarded for purchases made by the Member from the Merchant prior to enrolling in the Program.
- Points are accumulated and may be redeemable for rewards in accordance with reward levels which are determined by the Merchant in its sole discretion. Once the Member has accumulated sufficient Points to earn a reward, the following may occur as determined by the Merchant in its sole discretion: a rewards coupon (the "Coupon") may be presented to the Member on the Member's sales receipt (the "Sales Receipt"), or the Merchant may allow the Member, upon request, to redeem Points for products and services. Upon the issuance of a Coupon or the redemption of Points, the Member's Points total will be reduced by the specified number of Points required for the reward being redeemed. All Points totals as shown on the Sales Receipt will be deemed to be correct, unless determined otherwise by the Merchant.
- Points have no monetary value or any other benefit other than that described in these terms and conditions. For greater certainty, Points may not be redeemed for cash.
- Points are not awarded and may not be redeemed on certain items sold by the Merchant including but not limited to: (a) any item where awarding or redeeming Points on the purchase of such item is prohibited by any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law; or (b) any other items specified by the Merchant from time to time in its sole discretion.
- Credits or returns will reduce or cancel Points previously awarded for the original purchase.
- Every time the Member makes a purchase, the Member's Points balance along with the number of Points earned on the transaction will appear on the Member's receipt (the "Sales Receipt"). The Member's Point balance is also available online at: [www.moneris.com/loyaltycards/cardholder](http://www.moneris.com/loyaltycards/cardholder).
- The Member may only accrue Points to the account of the Member. Points may not be assigned, traded or otherwise transferred.
- The Points are for personal use only. Business corporations, joint ventures, partnerships, groups or associations may not register unless the Member has obtained the prior consent of the Merchant.
- The eligibility of the Member to participate in the Program shall be determined by the Merchant in its sole discretion.
- The Card remains the property of the Merchant. The Member is responsible for reporting misplaced, lost, stolen or damaged Cards to the Merchant. The Merchant is not responsible for rewards redeemed fraudulently through Cards that have been misplaced, lost, or stolen.

- The Merchant shall maintain the privacy, security and integrity of all personal information the Member submits to the Merchant (“Personal Information”).
- The Merchant agrees that any Personal Information will be collected, used, disposed of and disclosed in accordance with the Personal Information Protection and Electronic Documents Act and any other applicable legislation (collectively, the Privacy Act”) and the Merchant will at all times respect and observe the provisions in the Privacy Act.
- **By submitting the Personal Information to the Merchant or any of its service providers or agents, the Member consents and agrees that the Merchant may (i) collect, use and/or disclose Personal Information to communicate with the Member, to better understand the Member’s shopping and information needs and to offer the Member relevant information, products, services and rewards to meet those needs; and (ii) allow limited and secured access to the Personal Information by authorized entities (including but not limited to Moneris Solutions Corporation) under its strict supervision solely for the purposes of supporting the Program.**
- The Member consents to and agrees that on occasion, the Merchant may communicate special offers, information and services to the Member.
- If at any time, the Member wishes to withdraw from the Program, the Member shall return the Card to the Merchant along with a written request to the Merchant requesting that the Merchant deactivate the Member’s Points account. Upon withdrawing from the Program, the Member shall forfeit all accumulated and unredeemed Points. The Member acknowledges and agrees that the Card may be deactivated by the Merchant after a period of inactivity, as determined by the Merchant in its sole discretion, and that a deactivated Card may not be reactivated. Upon deactivation of the Card, the Member shall forfeit all accumulated and unredeemed Points.
- Any disputes regarding the Program will be resolved by the Merchant in its sole discretion (including but not limited to disputes regarding the interpretation of these terms and provisions or any administrative or other procedures as may be established by the Merchant from time to time). All determinations made by the Merchant in connection with the Program shall be binding on the Member.
- The Merchant shall not be liable to the Member in any way or in any manner whatsoever for any direct or indirect claims, losses, costs, damages or expenses (the “Damages”) caused by or arising from the Member’s participation in the Program including, without limitation Damages which arise as a consequence of any breach by the Merchant of its obligations herein, whether or not the Merchant knew or had reason to know that such Damages might be incurred.
- The Merchant reserves the right to amend these terms and conditions from time to time or terminate the Program at any time. Termination of the Program will result in forfeiture of all Points without compensation unless the Member redeems the Points within thirty (30) days of the termination of the Program.
- Any failure of the Member to comply with any of these terms or conditions or any violation, fraud or abuse of the Program may result in forfeiture of all Points and possible termination of the Member’s account without compensation.
- By signing or accepting this application form, the Member acknowledges and agrees to be bound by these terms and conditions.