



## MORE REWARDS® PROGRAM TERMS AND CONDITIONS

1. The More Rewards customer loyalty program (the “**Program**”) is administered by the Overwaitea Food Group Limited Partnership (“**OFG**”). The “More Rewards” name and design are the trademarked property of OFG and may only be used by permission of OFG.

### Membership Enrollment

2. To participate in the More Rewards program, applicants must apply to become a member (“**Member**”). Membership is free and no initial purchase is required. Simply fill out a Program application form and deliver it to any participating OFG store, apply through the [www.morewards.ca](http://www.morewards.ca) website, or at any other location or process designated by OFG from time to time. After submitting an application, OFG in its sole discretion will determine if a person qualifies for membership in the Program. If accepted, a Member will be allocated a More Rewards account and receive a More Rewards card bearing a unique account number.
3. Applicants must be of the age of majority in the jurisdiction where they reside, or have a parent/guardian provide their consent, in order to enroll in the Program.
4. Members should only have one More Rewards account at a time. Inactive or extra accounts may be deleted or merged with a Member’s active account as decided by OFG in its own discretion.
5. The More Rewards card is not a credit card and has no inherent value. The More Rewards card is the property of OFG and it may be revoked and membership cancelled at any time by OFG in its sole discretion.
6. Members should advise OFG immediately of any changes of personal information including name, address, telephone numbers and e-mail either by visiting [www.morewards.ca](http://www.morewards.ca) or by contacting the customer service centre at 1.800.242.9229.
7. OFG reserves the right to refuse membership to any individual who, in OFG’s sole discretion, does not follow the prescribed enrollment procedures or is not fully eligible to become a Member.
8. Program membership is only available to individuals except with special permission from OFG. Otherwise, corporations, businesses, charities, partnerships, enterprises or organizations (collectively “**Organizations**”) can only obtain a Card through an individual, who will be deemed the authorized representative of the organization for purposes of the Program. Organizations may be allowed to participate in the Program as recipients in the “Donate your Points” program.

### Collection of Points

9. To collect More Rewards points (“**Points**”) following enrollment, a Member must make eligible purchases at participating OFG stores or other Program partners (collectively “**Partners**”) and present their More Rewards card or replica of their card acceptable to OFG (e.g. temporary card, key ring fob, accepted smartphone App, etc.) (collectively the “**Card**”). The Member’s Card

must be presented to the cashier at a participating Partner before the qualifying purchase transaction is completed. Members may also collect Points by making qualifying purchases with a credit card as designated by OFG from time to time, pursuant to the terms and conditions of the issuer of such credit card.

10. If the Card or number is not available at the time of purchase, the Member may present the receipt and Card to the Partner within seven (7) days of the qualifying transaction to receive the applicable Points.
11. Points will be awarded based on the advertised or promoted offers of each Partner. Most of our Partners award one (1) Point per dollar spent on a qualifying purchase. If Points are awarded based on dollars spent, the number of Points to be awarded will be calculated by reference to the net pre-tax total (purchase price less discounts) of each qualifying purchase rounded to the nearest dollar spent. Partners may offer special promotions from time to time offering additional Points on certain products or for spending a certain amount on qualifying purchases. Such bonus Points, once awarded, shall form part of the Member's Points balance.
12. Points may not be issued on the purchase of the following items/services: Post Office, cigarettes and tobacco (where sold), lottery tickets, transit passes, delivery charges (where applicable), insurance, gift with purchases, charitable donations, the Points redemption portion of a transaction, pharmacy services and products, and any other items specified as exclusions from time to time or where prohibited by law. Points will be awarded when a Member pays for a purchase with a gift card. Points will not be issued on the purchase of gift cards. OFG reserves the right to add or delete items eligible for Points issuance from Partners at any time.
13. Points may be shown on the cash register receipt for each purchase at an OFG store when a Card is presented before the completion of the purchase transaction. Points earned on purchases made at other Partners will not necessarily show up in your account immediately, and may take up to thirty (30) business days depending upon the Partner. Point earned through a special promotion may take longer than thirty (30) days to show up in your account. OFG is not responsible if a Partner delays or fails to notify OFG or for any other delay in recording Points in your account. Some Partner locations may not participate in the Program.
14. OFG may refuse to record Points in your account, or if already recorded, may cancel them or refuse to honour them, if OFG cannot confirm that they were properly issued or collected. OFG may also cancel Points if the issuing Partner does not pay amounts owing to OFG for the Points or requests that OFG cancel the Points (for example, because you returned or didn't pay for products or services for which the Points were originally issued).
15. Returns of purchases from a Partner that originally earned Points will cause the applicable Points to be deducted from the Member's account (whether or not the Card is presented at the time of return).
16. Any discrepancies in Points earned must be addressed with OFG within sixty (60) days of the date on which the transaction giving rise to the discrepancy occurred, unless such discrepancy relates to Points allocated to a Member improperly or in error.
17. You must reimburse OFG for, or return to OFG, any Rewards for which you redeemed Points that were allocated to your account improperly or in error, in OFG's sole discretion. OFG may deduct any such Points from your account or seek any other legal alternatives available to OFG.

18. Members residing in the same household may link their Card accounts together by both Members attending the customer service desk at any OFG store or contacting the OFG customer service centre. Proof of common address acceptable to OFG may be required. Either Member's Card may be used to redeem Points with respect to the linked accounts, regardless of which Card was used to collect the Points.
19. In the event a Member makes a request of OFG that linked Card accounts be severed, the current Points balance will be divided equally between the linked Card accounts regardless of which Card was used to collect the Points. OFG may, in its discretion, allocate Points between Cards disproportionately at the time of unlinking with written authorization from all Members affected.
20. Points are not transferable from one Member to another, except at the time of unlinking Cards, in conjunction with the "Donate your Points" program or other special Points transfer programs that may be offered by OFG from time to time.
21. Upon the death of a Member or closure of a Program account all collected Points will be forfeited without compensation and the Points balance will be reduced to zero. Points are not divisible in the case of divorce except pursuant to Paragraph 19 above.
22. Should any Member not acquire or redeem any Points for a period of eighteen (18) consecutive months, at OFG's sole discretion their membership may be deemed to be inactive, the Member's account closed, and any Points in the account forfeited without compensation.

### **Redemption of Points**

23. Points may be redeemed for rewards contained in the current More Rewards catalogue, made available on the [www.morerewards.ca](http://www.morerewards.ca) website, or for select goods and services through Partners (collectively "Rewards"). OFG reserves the right to add or delete Rewards at any time or change the number of Points required to redeem a specific Reward. A reduction in the number of Points required to redeem a specific Reward does not entitle a Member who previously redeemed Points for the Reward to a refund of any Points.
24. From time to time, special promotions may be run during which one or more redemption level(s) may temporarily be altered and/or suspended, new redemption levels added or Points may be redeemed directly towards the purchase of specific Rewards. OFG may, from time to time, offer supplementary programs or promotions related to the Program. Such related programs may be governed by additional or distinct terms and conditions applicable therein, such terms to be made available at [www.morerewards.ca](http://www.morerewards.ca).
25. In accordance with Federal and Provincial tax legislation, GST, PST, HST and any other applicable taxes are calculated and payable by the Member on the purchase price of Rewards after any reduction for redeemed Points. Other fees, such as environmental handling fees, may be added to the purchase price where required by law.
26. A Member's Points balance will be reduced by the number of Points redeemed during a transaction. Unredeemed Points plus any Points earned in the current transaction will remain in the Member's Points account and can be applied to a subsequent transaction. Points can only be redeemed for a Reward if the required Point redemption level is acquired prior to the Rewards transaction.

27. Points may be redeemed in store by any person presenting a Card, or online at [www.morerewards.ca](http://www.morerewards.ca) using a registered account. Members may be required to provide proof of identity when redeeming Points or picking up a Reward.
28. Members are responsible for the security and privacy of their Cards and Account numbers. You must immediately report a lost or stolen Card to OFG through the customer service centre or at any participating OFG store. Upon OFG being reasonably satisfied of the Member's identity, a new Card will be issued with a new Program account number and the old account number deactivated. The Member's accumulated unredeemed Points balance will be transferred to the new account.
29. Members are responsible for all use of their Card or Account number by any other person, and OFG assumes no liability or responsibility for Points redeemed by any person(s), prior to OFG receiving notification that a Card has been lost or stolen.
30. OFG will not be liable or responsible in any manner for any tax consequences which may flow from any participation in the Program by any non-Canadian resident, and where permitted by OFG, by any corporation, business, charity, partnership or enterprise.
31. From time to time, OFG may advertise exclusive offers to Members with respect to the collection of Points or Rewards other than as specified in the current Rewards catalog or on [www.morerewards.ca](http://www.morerewards.ca).
32. Points have no cash value and are not exchangeable for cash. Points cannot be sold or purchased. Points are void if sold for cash or any other consideration. The value of Points varies with the method of redemption chosen by the Member.

### **General Information**

33. You consent to OFG's collection and use of your personal information in accordance with OFG's Program privacy policy. OFG shall maintain the privacy, security and integrity of all personal information collected from Members, such as but not restricted to: name, address, telephone numbers, date of birth and purchasing information. The full Program privacy policy can be found at [www.morerewards.ca/privacy](http://www.morerewards.ca/privacy).
34. OFG reserves the right to terminate the Program at any time by providing notice in OFG stores and on [www.morerewards.ca](http://www.morerewards.ca), as well as by notification to such Members as have consented to receiving direct communications from OFG.
35. If events beyond OFG's control materially affect OFG's ability to operate the Program, the Program may be suspended or terminated without notice.
36. OFG may restrict, suspend or otherwise alter any aspect of the Program, without notice. Any material changes to these terms and conditions will be made available at [www.morerewards.ca](http://www.morerewards.ca).
37. The Member's signature on the Program application form, submission of an online application form and/or first time usage of a Card constitutes agreement by the Member to these Terms and Conditions.
38. Any abuse by a Member of the Program's privileges, any failure by a Member to follow the Program's rules, regulations, these Terms and Conditions, or any misrepresentation by a

Member may, at OFG's sole discretion, subject the Member to expulsion from the Program, including forfeiture of all accumulated Points without compensation.

39. Upon suspension or termination of the Program for any reason whatsoever, OFG will have no liability therefore to any Member and is automatically released from all claims by Members in respect of such suspension, termination, forfeiture, or redemption of Points or otherwise resulting from such suspension or termination.
40. Neither OFG or its affiliates, nor any of their respective officers or directors have any responsibility or liability for any expense, loss, cost, injury, damage, delay, accident or any other matter or thing whatsoever (collectively, "**Costs**"), however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to (i) the Program or your participation in the Program; (ii) any failure, delay or decision by us in administering the Program or amending these Terms and Conditions or the basis on which you can redeem Points; (iii) unauthorized use of your Card or account number; (iv) any offer, representation, statement or claim about the Program, any Partner or their products or services, made by a Partner or any other person; or (v) the purchase, redemption for or use of any goods or services of Partners, including any travel arrangements or other Rewards, whether made available by us, any of our affiliates, Partners or otherwise. This limitation applies even if OFG is advised of the possibility of such Costs. Partners are not responsible for the Program beyond their direct involvement with issuing Points. Any liability OFG may have to you or anyone else who obtains the benefit of any Points you redeem, under any circumstances, for any negligence, breach of contract or otherwise, is limited to crediting your account with the number of Points you redeemed in connection with the relevant Reward. Use of OFG's website is subject to the terms of use displayed thereon from time to time.
41. Any waiver by OFG of the strict observance, performance or compliance by a Member with any of the Terms and Conditions contained herein, either expressly granted or by course of conduct, shall not be deemed to be a waiver of any rights or remedies of OFG as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by OFG in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.
42. These Terms and Conditions may be different from what you understand about the Program. These Terms and Conditions constitute the entire agreement between you and OFG regarding your participation in the Program, your entitlement to collect and redeem Points and your entitlement to any other benefits of the Program, and supersede all previous versions. Except as expressly contained in these Terms and Conditions and published FAQ's, there are no conditions, representations, warranties, express or implied, statutory or otherwise. When you deal with OFG over the Internet, you consent to the formation of contractual relations through electronic communications. We are the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Program or any Reward. Unless we otherwise elect, any dispute regarding these Terms and Conditions, including validity, existence, binding effect, interpretation, performance, breach or termination, and including tort claims, shall be referred to and finally determined, to the exclusion of the courts, by a single arbitrator. The arbitration shall take place in Vancouver, British Columbia, in English, and in accordance with British Columbia laws. The arbitration shall be conducted in strict confidence with no disclosure to any person of the fact of the dispute or any aspect of the dispute except as necessary for resolution of the dispute.