



Canadian Tire Roadside Assistance[®]

TERMS AND CONDITIONS

For the following memberships:

- Silver Member
- Silver Vehicle
- Gold Member
- Gold Vehicle
- Silver Family
- Gold Family

Canadian Tire Roadside Assistance Contact Information

Toll Free: 1-888-7ASSIST (1-888-727-7478)

Mobile: #TOW

Mail: 1000 East Main Street, Welland, ON, L3B 3Z3

Email: roadsideassistance@canadiantire.ca

Website: canadiantire.ca/roadside

Welcome to Canadian Tire Roadside Assistance!

*24/7 Roadside Assistance in Canada and USA and member-exclusive benefits that go beyond the road
Offered to you by Canadian Tire, a brand trusted by Canadians from Coast to Coast for over 90 years!*

These Terms and Conditions describe the roadside assistance services available to you as a Canadian Tire Roadside Assistance member (hereinafter, the “Services”). The Services are subject to the terms, conditions and restrictions outlined below (the “Terms and Conditions”). As used herein, the terms “Canadian Tire Roadside Assistance”, “we”, “us” and “our” mean Canadian Tire Services Limited, operating as Canadian Tire Roadside Assistance and the terms “you” and “your” mean you, the customer. Please retain a copy of these Terms and Conditions for your records as they form part of your contract.

You must be a resident of Canada and any vehicle that the Services will be provided in respect of must be licenced and insured.

You are entitled to certain Roadside Assistance Services (hereinafter, “Service Call(s)”). Unless stated otherwise in these Terms and Conditions, all towing, battery boost, fuel delivery, lockout, flat tire change, extrication or winching services mentioned in this document and rendered by our independent service provider network (the “Service Provider(s)”) across Canada and the United States of America that we will send to assist you are each accounted for as Service Calls. You may ask for additional services from the Service Provider. All additional services requested from the Service Provider will be the object of a separate agreement between you and the Service Provider and the fees related to this separate agreement will be your sole responsibility.

MEMBER RESPONSIBILITIES

As a Member of Canadian Tire Roadside Assistance, you are expected to adhere to the following responsibilities:

- Keep your contact, vehicle and payment information up to date with Canadian Tire Roadside Assistance
- Make membership payments on time and in full to avoid service interruption
- Remember that your membership is not transferable – it covers only the registered vehicles or registered members, as applicable.
- For member plans, the registered member must be with the vehicle at the time of placing a service request and be present at the time of service
- You must inform us at the time of a service request of any additional assistance needed or special requirements (e.g. due to mobility issues, travelling with pets, etc.)
- Be prepared to show a valid membership card, a government issued ID, proof of insurance, and and/or vehicle registration/ownership at the time of service when requested

- Be respectful and professional when communicating with our employees, Service Providers, and other parties associated with Canadian Tire Roadside Assistance
- Not use your membership for criminal or illicit activities
- You are responsible for complying with these Terms and Conditions

PLANS ACTIVATION AND TERMS

FOR PLANS PURCHASED AT A CANADIAN TIRE STORE OR ANY OTHER STORE WITHIN THE CANADIAN TIRE FAMILY

Visit canadiantire.ca/roadside or call **1-800-249-7171** to activate your Membership.

FOR PLANS PURCHASED ONLINE, ON THE PHONE OR AT ANY RETAILER OTHER THAN A CANADIAN TIRE STORE

Your Membership is automatically activated at the time of purchase unless you explicitly select a later membership start date during online checkout process or by contacting us at **1-800-249-7171**.

MEMBERSHIP FEES

Current Membership fee pricing is available at canadiantire.ca/roadside or call **1-800-249-7171**

Payment of fees can be made by:

1. Credit card – Visa, Mastercard or AMEX, Visa Debit, Mastercard Debit, or such other methods to be added by us from time to time.
2. Cheque – personal or certified cheque.
3. Canadian Tire Roadside Assistance Gift Card

All fees and amounts in these Terms and Conditions are in Canadian Dollars

ACCESS TO SERVICES

Your entitlement to the Services begins twenty-four (24) hours after activation, and Services are valid for one (1) year unless cancelled in accordance with these Terms and Conditions (see “Cancellation Policy” below).

If you require roadside assistance within the first 24 hours after activation, you will be charged an additional \$35 (plus tax) administrative fee and the maximum towing distance will be limited to ten (10 km) for the applicable Service Call during such 24 hour period.

PLAN TYPES

We offer flexible plan options to meet your individual needs.

Vehicle Plan

Canadian Tire Roadside Assistance will only provide service to the vehicle(s) registered by you with us, regardless of who is driving the vehicle at the time of a Service Call. If at any time you change your vehicle and/or licence plate information, please contact us at 1-888-727-7478 (1-888-7ASSIST) to update your membership information.

Member Plan

Canadian Tire Roadside Assistance will only provide service to you individually, regardless of which vehicle you are in at the time of a Service Call. If you require service, the Roadside Assistance card with your name must be shown at time of service.

Family Plans

Canadian Tire Roadside Assistance will only provide service to you individually and up to additional 4 registered members in your household, regardless of which vehicle you are in at the time of a Service Call. If you or the additional registered members require service, the Roadside Assistance card with the name of the registered member calling for assistance must be shown at time of service.

Once a plan type has been selected you have thirty (30) days from the activation date to make any changes. After thirty (30) days you will be unable to change your plan type until renewal.

PRIMARY AND ADDITIONAL MEMBERS/VEHICLES

- **Primary member** is the main membership holder responsible for ensuring accurate membership information on record
- An **Additional member** (up to 10) can be added to an already existing member-based membership at an additional cost. See current prices at roadsideassistance.canadiantire.ca.
- Additional members may only be enrolled in the same plan type and must reside in the same household as the primary member. If an additional member permanently moves out of a primary member's household, they will no longer be covered as an additional member.
- Only one primary membership per person per membership year is permitted for member plans
- The same vehicle may not be registered on different memberships
- Members may not have multiple memberships at different addresses
- Duplicate memberships will be revoked/cancelled, and refunds will not be provided where services have been used on a duplicate account
- An **Additional vehicle** (up to 10) can be added on an already existing vehicle-based membership at an additional cost. See current prices at roadsideassistance.canadiantire.ca.

MEMBERSHIP TYPES AND SUMMARY OF SERVICES

(See "Roadside Assistance Services" below for more details)

We offer **SILVER** and **GOLD** memberships for Vehicle, Member and Family plans.

Each membership type has a set number of Service Calls per membership per year. Service Calls allowance is for every twelve (12) month period. Limit of one (1) tow per Service Call. Once the number of Service Calls has been reached, Canadian Tire Roadside Assistance will continue to provide services to its members however any Service Calls in excess of plan limits will be subject to Service Provider fees at the time of service and must be paid for by the requesting member at the time of service.

SUMMARY OF SERVICES FOR ALL MEMBERSHIP TYPES

	SILVER MEMBERSHIPS			GOLD MEMBERSHIPS		
	VEHICLE	MEMBER	FAMILY	VEHICLE	MEMBER	FAMILY
Number of Service Calls	3	3	6 (Combined Total)	5	5	10 (Combined Total)
Towing Distance <i>per Service Call, to the destination of your choice</i>	Up to 10 km	Up to 10 km	Up to 10 km	Up to 200 km	Up to 200 km	Up to 200 km
Unlimited Tows to Canadian Tire Auto Service Center with Proof of Service/Repair	Up to 25 km	Up to 25 km	Up to 25 km	Up to 200 km	Up to 200 km	Up to 200 km
Accident Towing	Up to 10 km	Up to 10 km	Up to 10 km	Up to 200 km	Up to 200 km	Up to 200 km
Battery Boost	Included	Included	Included	Included	Included	Included
Fuel Delivery	Delivery only	Delivery only	Delivery only	Delivery + Fuel (up to \$5 covered)	Delivery + Fuel (up to \$5 covered)	Delivery + Fuel (up to \$5 covered)
Lock-out service	Included	Included	Included	Included	Included	Included
Flat Tire Change	Included	Included	Included	Included	Included	Included
Accident Assistance	Included	Included	Included	Included	Included	Included
Extrication / Winching	1 tow truck + 1 Service Provider per Service Call for a maximum of 20 mins concurrently			2 tow trucks + 2 Service Providers per Service Call for a maximum of 60 mins concurrently		

ROADSIDE ASSISTANCE SERVICES:

Your membership includes the below Roadside Assistance Services.

TOWING SERVICE

If you fail to make your vehicle safely operable, Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange for a towing service. The Service Provider will tow your vehicle to any destination of your choice located within the distance limits established in your purchased plan. If additional kilometres are required beyond the distance limit of the purchased plan, the Service Provider will advise you of any additional charges before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges, once authorized, are your responsibility.

Gold Plans (Family, Member, Vehicle)

The distance limit for the towing services under the Gold Plan and Gold Family Plan is two hundred (200) kilometres per Service Call to the destination of your choice.

Silver Plans (Family, Member, Vehicle)

The distance limit for the towing services under the Silver Plan and Silver Family Plan is ten (10) kilometres per Service Call to the destination of your choice, or twenty-five (25) kilometres per Service Call to a Canadian Tire Auto Service Center to receive auto service.

UNLIMITED NUMBER OF TOWS TO ANY CANADIAN TIRE AUTO SERVICE CENTER WITH AUTO SERVICE

If you choose to be towed to a Canadian Tire Auto Service Center and you receive service/repair from the service center, the tow does not count against the limit of Service Calls established in the purchased plan. The Service Provider will tow your vehicle to a Canadian Tire Auto Service Center of your choice located within the distance limits established in the purchased plan. This service is limited to one (1) tow per call. We reserve the right to ask for proof of service/repair and/or a quote for the day the towing service was provided on. Please retain a copy of the repair order and a quote for a period of six (6) months. If you attempted to receive service at a Canadian Tire Auto Service Center and due to an unforeseen circumstance you were unable to do so, please advise Canadian Tire Roadside Assistance as soon as you can. If you exceed the limit on the Service Calls established in the purchased plan and are unable to provide evidence of receiving service/repairs at Canadian Tire Auto Service Centers, no further roadside assistance services will be provided to you free of charge and your membership may be subject to cancellation if we suspect you are abusing or misusing this service

Towing Services include the use of specialty equipment, including, but not limited to, when necessary, flat bed car carries and dolly wheels.

ACCIDENT TOWING

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange accident towing service. The Service Provider will tow your vehicle from an accident scene to any destination of your choice within the distance limits established in the purchased plan.

The Services do not include any costs that may be associated with the clean-up of an accident, storage/impound fees and/or any additional fee charged by a Service Provider if the Service Provider is delayed in performing the service at the scene of an accident. If any additional fee will apply, the Service Provider will advise you before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges once authorized, are your responsibility.

BATTERY BOOST SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange battery boost service. The Service Provider will attempt to re-start your vehicle by boosting the vehicle battery. If the vehicle will not start, a tow will be provided to any destination of your choice within the distance limits established in the purchased plan.

FUEL DELIVERY SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange delivery of an emergency supply of fuel. For safety reasons, propane will not be delivered. If you request diesel fuel and it is not available in the service area, we will tow you to the nearest diesel service station within the distance limits established in the purchased plan.

Gold Plans (Family, Member, Vehicle)

Includes the delivery of five dollars (\$5.00) of fuel, at the ordinary rate of the Service Provider. If you request additional fuel, you will be informed of the price of fuel in advance by the Service Provider and you will be responsible for paying the Service Provider directly.

Silver Plans (Family, Member, Vehicle)

Includes the delivery of fuel, but you are responsible for the full cost of the fuel requested. You will be informed of the price of fuel in advance by the Service Provider and you will be responsible for paying the Service Provider directly for any fuel delivered to you.

LOCK-OUT SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange lock-out service. The Service Provider will attempt to gain access to the inside of your vehicle through the passenger compartment door only using lock-out service equipment. If access to the inside of your vehicle cannot be obtained through the passenger compartment door, a tow will be provided to any destination of your choice within the distance limits established in the purchased plan.

In the alternative, you may call a local locksmith and submit your original itemized receipt to Canadian Tire Roadside Assistance for reimbursement. Reimbursement will only be given to lock-outs attempted from the passenger compartment door and are limited to the amount specified in the purchased plan. Please refer to the reimbursement policy outlined below for details.

You are solely responsible for any damage that may result from any entry attempt.

FLAT TIRE CHANGE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange a flat tire change. The Service Provider will attempt to remove your flat tire and install your spare tire, provided the spare is in safe operating condition. If the spare is not in safe operating condition, a tow will be provided to any destination of your choice within the distance limits established in the purchased plan. The mounting or dismounting of any tire chain(s) is not covered under this service.

EXTRICATION/WINCHING SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange extrication/winch service. The Service Provider will attempt to extricate your vehicle from any ditch, mud, sand or snow, provided it has become stuck in an area immediately adjacent to a regularly traveled road and can be safely reached with standard automobile service equipment.

Gold Plans (Family, Member, Vehicle)

The Services include up to two (2) tow trucks and two (2) Service Providers per Service Call, for a maximum of sixty (60) minutes concurrently.

Silver Plans (Family, Member, Vehicle)

The Services include up to one (1) tow truck and one (1) Service Provider per Service Call, for a maximum of twenty (20) minutes concurrently.

If additional tow trucks, Service Providers or time are required, the Service Provider will advise you of any additional charges before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges once authorized, are your responsibility.

REIMBURSEMENT POLICY

In the event you are unable to contact Canadian Tire Roadside Assistance or there is no Canadian Tire Roadside Assistance Service Provider available near the location where your vehicle has become disabled, we will reimburse you as follows:

Maximum Reimbursement for all Gold Plans

Up to two hundred and fifty Canadian dollars (\$250 CDN), inclusive of applicable taxes, per Service Call.

Maximum Reimbursement for all Silver Plans

Up to forty-five Canadian dollars (\$45 CDN), inclusive of applicable taxes, per Service Call.

Reimbursement is limited to:

1. Towing your vehicle to any destination of your choice within the distance limits of your plan. Limit one (1) tow per Service Call.
2. The following services: battery boost service, fuel delivery service, lock-out service, flat tire change and extrication/winch service.

In order to be eligible for reimbursement, you must pay the service provider directly, your request for reimbursement must be postmarked within thirty (30) days of the service and you must send the following to the address below:

1. Your name, address, phone number and licence plate number.
2. Reference number if you were provided with one by Canadian Tire Roadside Assistance.
3. Original itemized receipt that includes your name, make, year and model and licence plate number of the vehicle serviced, as well as a breakdown of the charges. The receipt must be stamped or imprinted with the service provider's business name, address and phone number. Retain a copy of receipts for your records.

MAIL WITHIN THIRTY (30) DAYS TO:

Canadian Tire Roadside Assistance
Roadside Service Claims Department
P.O. Box 2000, Welland, ON L3B 5S3

MEMBERSHIP EXCLUSIONS

SERVICES NOT COVERED:

Canadian Tire Roadside Assistance must be used and considered only as an emergency roadside service and is not a substitute for delayed maintenance. Canadian Tire Roadside Assistance cannot be used by businesses or enterprises for the purposes of making offers to their customers or being a feature of their product or service offering without prior written approval from Canadian Tire Roadside Assistance.

The following membership coverage/services are excluded:

- Service to unregistered vehicles or members

- Services to medium and heavy-duty vehicles with Gross Vehicle Weight Rating (GVWR) in excess of 3,600kg (8,000lbs)
- Services to loaded vehicles or any vehicle where the service cannot be safely completed because service may result in vehicle damage (as determined by the Service Provider)
- Services to motorcycles, motor scooters, recreation vehicles, commercial vehicles, all-terrain vehicles, snowmobiles, dune buggies, trailers of any description, taxicabs, limousines, tractors, dump trucks, transport trucks, snowplows, boats, school buses, vehicles used for competition, and impounded or theft recovered vehicles
- Vehicles that have been idle for a period of time or not properly maintained causing them to become not roadworthy
- Services to dual rear wheeled vehicles
- Providing service to an unattended vehicle. A licensed driver must be present when service is being rendered.
- Service Providers "wait time" is not covered as well as costs associated with "traffic control" or "blocker trucks". Additional fees may be applicable if the use of traffic control personnel or vehicles such as "blocker" trucks are required as deemed necessary by law, or for the safety of the Service Provider at their discretion
- Towing your vehicle from a repair facility because you did not approve of the quoted cost of repairs, or the facility's normal hours of operation.
- Providing a second or additional tow by a Service Provider on the same Service Call. For example, we do not tow your vehicle from one repair facility to another, or tow your vehicle home, then tow it to a repair facility at a later date.
- Transportation of vehicles already at a repair facility (i.e. garage, dealership, auto service)
- Providing repeated Service Calls for a vehicle that needs routine maintenance or repairs.
- Providing towing or roadside assistance services where prohibited.
- Shoveling snow to free or gain access to a snowed-in vehicle.
- Paying for the cost of a new tire or installation of a new tire or wheel, or install or remove snow tires, chains, etc.
- Paying for the cost of any installed parts, labour, supplies or materials.
- Transporting your vehicle for the purpose of moving it from one location to the other in a non-emergency roadside situation. For example, transporting your safely operable vehicle, including but not limited to transportation of vehicles to/from storage facilities, auctions, shipping docks, or for the purpose of certifying a vehicle (emission testing, safety certification)
- Transporting you to your disabled vehicle or any destination after emergency service has been provided.
- Paying for the cost of any incidental expenses such as accommodation, meals, vehicles, rentals, etc. as a result of your vehicle's breakdown, unless otherwise stated in these Terms and Conditions.
- Towing a vehicle to or from a scrap yard or car dealership for the purposes of transporting the vehicle.
- Providing service ordered by Police for a legal infraction.
- Providing towing or road services applicable to insurance claims (i.e. vandalism, fire, comprehensive claims, etc.).
- Paying for the cost of bridge tolls, ferries or express/toll highways.
- Providing a slow battery charging at roadside, or cover the cost later, of slow battery charging.
- Covering the cost of locksmith services for key cutting, lost and/or broken keys or unlocking the trunk of a vehicle.

- Covering the cost of additional towing mileage, storage/impound fees, medium/heavy duty towing equipment and any other incidental charges which are over and above the limitations established in the purchased plan.
- Providing services to a vehicle that has been driven into an area that is inaccessible to the service vehicle, is not a regularly travelled and maintained public road, and any form of off-road use (including, but not limited to beaches, recreational areas, construction sites, logging areas, oil fields, open fields, private roads, cottage roads, unmaintained roads and seasonal roads, i.e. ice/winter road).
- Providing services to a vehicle on or around forestry roads

BENEFITS

TRIP ACCIDENT ASSISTANCE

Canadian Tire Roadside Assistance will reimburse your expenses, up to a combined maximum of two hundred Canadian dollars (\$200 CDN per membership year), inclusive of applicable taxes, if your vehicle becomes disabled as a result of a legally reported motor vehicle accident that takes place more than one hundred (100) kilometres from the address of permanent residence you have provided us. Eligible expenses include accommodation, meals, car rental and commercial transportation and must be incurred within the first seventy-two (72) hours from the time of the accident.

Canadian Tire Roadside Assistance will also reimburse you up to a maximum of one hundred Canadian dollars (\$100 CDN per membership year), inclusive of applicable taxes, for the cost of commercial transportation when you pick-up your vehicle after it has been repaired.

In order to be eligible for reimbursement, your request for reimbursement must be postmarked within thirty (30) days of the accident and you must send the following to the address below:

1. Your name, address, phone number and licence plate number.
2. Reference number if you were provided with one by Canadian Tire Roadside Assistance when you called in for service.
3. A copy of the local police department Motor Vehicle Accident Report.
4. A statement from your insurance company or a copy of the original itemized receipt for payment of the repairs to your vehicle. The receipt must be stamped or imprinted with the service provider's business name, address and phone number.
5. Originals of all receipts for accommodation, meals, car rental and/or commercial transportation, itemized and clearly dated. Retain a copy of receipts for your records.

MAIL WITHIN THIRTY (30) DAYS OF ACCIDENT TO:

Canadian Tire Roadside Assistance
 Roadside Service Claims Department
 P.O. Box 2000, Welland, ON L3B 5S3

DISCOUNTS

As a member, you may receive from time to time some coupons and discounts from various merchants, which may be included in your welcome package. Discounts are subject to change without notice. Please visit roadsideassistance.canadiantire.com for a list of the current available discounts.

RENEWAL

Auto Renewal Program:

To ensure uninterrupted service, if you sign up for Canadian Tire Roadside Assistance automatic renewal program, the membership will automatically renew until you cancel.

FOR ALL PROVINCES EXCEPT QUEBEC: Your credit card will be charged on the renewal date for the then current regular price for this plan. A renewal notice will be sent to you between the ninetieth (90th) and sixtieth (60th) day prior to the Services expiry date confirming that your credit card will be charged on the renewal date. If you would not like the Services to automatically renew, or would like to terminate rather than accept the renewal, please call 1-888-727-7478 (1-888-7ASSIST).

FOR QUEBEC RESIDENTS ONLY: On the renewal date your membership will automatically renew on a monthly basis until you cancel. Your credit card will be charged monthly for the then current regular monthly price for this plan. A renewal notice will be sent to you between the ninetieth (90th) and sixtieth (60th) day prior to the Services expiry date confirming that your credit card will be charged monthly starting with the renewal date going forward. You may cancel at any time once the monthly renewal has occurred. If you would not like the Services to automatically renew, or would like to terminate please call 1-888-727-7478 (1-888-7ASSIST).

If you have not signed up for a Canadian Tire Roadside Assistance automatic renewal program, a renewal notice will be sent to you between the ninetieth (90th) and the sixtieth (60th) day prior to the expiry of the membership reminding you to renew. If you do not choose to renew, then your membership will expire.

Upon renewal of the Services, the number of Service Calls you will be entitled to will be the same as under the purchased plan.

CANCELLATION POLICY

There is a thirty (30) day money back guarantee from the time of purchase of your Canadian Tire Roadside Assistance membership. If you cancel within thirty (30) days of your purchase, a refund will be issued less, to the extent permitted by law, any: discounts, gift cards, vouchers, coupons or claims you have made within the first thirty (30) days of your membership.

If your membership is cancelled any time after the expiry of the thirty (30) day money back guarantee period, no refund will be issued.

If you cancel your Membership that is paid on a monthly basis, no future monthly fees will be billed. We may choose not to allow you to re-enrol in a Canadian Tire Roadside Assistance plan for one year from the date of cancellation.

Canadian Tire Roadside Assistance has the right at any time to cancel, revoke, not renew or temporarily suspend any membership without notice at its sole discretion, in the following circumstances: (1) if we suspect you are abusing or misusing your membership by using the Services for any other purpose than as an emergency roadside service; (2) if you fail to comply with these Terms and Conditions (3) if you engage in any fraudulent or unauthorized use of the Services; or (4) if you engage in illegal behaviour in respect of the Services.

FOR ALBERTA AND QUEBEC RESIDENTS ONLY:

If a membership is cancelled any time after the expiry of the thirty (30) day money back guarantee period and you have pre-paid twelve (12) months of your Membership fee you will receive a pro-rated refund for each full month remaining, less any: discounts, gift cards, vouchers, coupons or the value of any services rendered to you or claims you have made.

AMENDMENTS

The terms, conditions, services, benefits, policies and procedures of the Services and of these Terms and Conditions, or any part of them, including without limitation, the prices, services, benefits, exclusions, your responsibilities, and renewal structure, are subject to change at any time. You will be given at least thirty (30) days advance notice of any changes, by a written notice setting out the new conditions and/or the changes therein (such as the amended conditions and the conditions as they read formerly), as well as the date of on which the changes will come into force. If after receiving notice of any change to the Services, you do not accept the new terms, you may terminate the Services and these Terms and Conditions without cost, penalty or cancellation indemnity by sending us a notice to that effect, no later than thirty (30) days after the modification comes into force, if this modification entails an increase in your obligations or a reduction of our obligations.

SERVICE UNDER SEVERE WEATHER CONDITIONS

When severe weather conditions prevail, service may be delayed because of heavy demand for roadside assistance. If you call from an unexposed or unsheltered area you will be given priority over members requesting service from a sheltered area. Under these conditions, towing service may be limited to the nearest repair facility.

LIMITATION OF LIABILITY

This section applies in the Provinces of British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan and the three territories of Northwest Territories, Nunavut and Yukon, and does not apply in the Provinces of Quebec and Alberta

Canadian Tire Roadside Assistance strives to provide the finest emergency roadside assistance through our network of Service Providers across Canada and the United States of America. However, since these Service Providers are independently owned and operated, Canadian Tire Roadside Assistance does not assume any liability for any loss or damage to a member's vehicle or personal property, for loss of time or inconvenience, for rental or replacement of vehicle, for personal injury or any other special, incidental, consequential, or punitive damages, howsoever caused. In some cases (i.e. requiring the use of specialty equipment or service to a damaged vehicle resulting from an accident), the Service Provider may ask you to sign a waiver prior to providing service. The Service Provider may refuse service if the waiver is not

signed. If any damage has occurred to your vehicle, please contact the Service Provider directly. Any such loss or damage should be reported immediately to the proprietor of the facility that rendered the service and/or to your insurance company before any necessary repairs are carried out. After speaking with the Service Provider, if you require further assistance, please call 1-888-727-7478 (1-888-7ASSIST).

Canadian Tire Roadside Assistance assumes no liability if you engage in fraudulent or unauthorized use of the services or engage in illegal behaviour.

This section applies in the Provinces of Quebec and Alberta, and does not apply in the Provinces of British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan and the three territories of Northwest Territories, Nunavut and Yukon

Canadian Tire Roadside Assistance strives to provide the finest emergency roadside assistance through our network of Service Providers across Canada and the United States of America. In some cases (i.e. requiring the use of specialty equipment or service to a damaged vehicle resulting from an accident), the Service Provider may ask you to sign a waiver prior to providing service. The Service Provider may refuse service if the waiver is not signed. If any damage has occurred to your vehicle, please contact the Service Provider directly. Any such loss or damage should be reported immediately to the proprietor of the facility that rendered the service and/or to your insurance company before any necessary repairs are carried out. After speaking with the Service Provider, if you require further assistance, please call 1-888-727-7478 (1-888-7ASSIST). **Canadian Tire Roadside Assistance assumes no liability if you engage in fraudulent or unauthorized use of the services or engage in illegal behaviour.**

ASSIGNMENT

Canadian Tire Roadside Assistance is brought to you by Canadian Tire Services Limited. Canadian Tire Services Limited reserves the right to assign this agreement in whole or in part to an affiliate or other third party without your consent or prior notice to you.

PRIVACY AND YOUR PERSONAL INFORMATION

You agree that Canadian Tire Services Limited may collect, use and disclose personal information about you in accordance with the Canadian Tire Privacy Charter (Privacy Charter) including, in particular to (a) administer the Services; (b) process, service, analyze and audit your relationship with us; (c) determine your interest and eligibility for, and where appropriate provide you with products, services, rewards and programs; (d) comply with applicable legal, regulatory and self-regulatory requirements; and (e) better understand your product and services needs and to offer relevant information, products, service, rewards and programs to meet those needs. Personal information includes, but is not limited to, identification information and billing information. As described in the Privacy Charter, Personal Information may be shared with other parties who administer accounts and services and with other members of the Canadian Tire family of companies to develop surveys, contests, individual and direct marketing programs and may be used to market and sell other products and services to you including by way of postal mail, e-mail, facsimile, telephone, text message, or other form of electronic message. If you decide that you do not want to receive marketing offers for products and services, you may always withdraw or refuse your consent by clicking on the unsubscribe link in our email communications or by contacting us at 1-888-727-7478 (1-888-

7ASSIST). Your request will be promptly processed but may not be in time to remove you from promotions already in progress. Please note that even if you have opted out of receiving marketing communications, we may still contact you for purposes of administering the Services and sending you transactional or operational messages. The Privacy Charter is updated from time to time. You may obtain the most current version of the Privacy Charter online at www.canadiantire.ca or by calling us at calling us at **1-866-846-5841**. Our Service Providers may be located outside Canada and may be required to disclose your personal information under the laws of their jurisdictions. Subject to your withdrawal, this consent is valid for the time required to fulfill the identified purposes, Canadian Tire's legitimate business purposes and to conform to all applicable legislative requirements.

Canadian Tire Roadside Assistance is a registered business name of Canadian Tire Services Limited.

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