

Boxcar Social Loyalty Terms and Conditions

Last Revised: Monday, February 18, 2020

The Boxcar Social Loyalty Program is a loyalty reward program that is operated by **Boxcar Social Inc** and our loyalty program provider, ACKROO Inc. The loyalty program operates only through participating **Boxcar Social Inc** locations. In using the **Boxcar Social Loyalty** Program, you are agreeing to the Terms and Conditions of the **Boxcar Social Loyalty** Program.

How to Register in the Program

You can get a **Boxcar Social Loyalty** card at any participating Boxcar Social Inc location by requesting one from our frontline staff. The Card may only be used once issued by an Boxcar Social Inc clerk. Once issued, Boxcar Social Loyalty rewards will begin to accrue to that specific card. However, a cardholder will not be able to redeem Boxcar Social Loyalty rewards until the cardholder registers the card online.

The Boxcar Social Loyalty Card is not a credit card or debit card but merely a Boxcar Social Loyalty rewards accumulation card. The Boxcar Social Loyalty Card is the property of Boxcar Social Inc and it may be revoked at any time by Boxcar Social Inc in its sole discretion. Boxcar Social Inc reserves the right to cancel the card of any member (revoking all accumulated cash rewards) should a participant not follow/or abuses the Program and/or its Terms and Conditions.

Only individuals may become participants of the program (therefore corporations, businesses, or partnerships cannot become a Participant nor anyone other than an individual). It will be at the sole discretion of Boxcar Social Inc if anyone other than an individual can obtain an account as a “registered entity” (i.e, a business, partnership or corporation). Participants are responsible for notifying Boxcar Social Inc of any changes in their member profile information such as mailing address, telephone numbers and e-mail address. Any failure to notify Boxcar Social Inc of any such changes shall be held at the responsibility of the Participant. Boxcar Social Inc shall not be held liable for misdirected communication such as mail, telephone or email communications, or any consequences resulting from a Participant not updating their contact information.

Collecting Boxcar Social Loyalty Rewards

Once a Card is issued, each time an eligible purchase at a participating location is made, the Participant will earn Boxcar Social Loyalty rewards according to the Boxcar Social Loyalty rewards schedule contained in these Terms and Conditions and

at the rate posted on the Boxcar Social Inc website. Only one Boxcar Social Loyalty account number is issued per customer and only one Boxcar Social Loyalty Card is permitted per customer. Please note that anyone may use a Participant's primary card, and in so doing all **Boxcar Social Loyalty** rewards accrued through any such usage will accrue in the name of the Participant associated with the card number being used.

Customers are required to present their Boxcar Social Loyalty card before the final transaction payment is taken by the store clerk. If a participant does not present their card at the time of purchase, no retroactive accumulation of Boxcar Social Loyalty rewards will occur. Thus, the only opportunity to collect Boxcar Social Loyalty rewards is at the time of an actual purchase in coordination with the Participant presenting their card.

Boxcar Social Loyalty rewards will be awarded in accordance with the Reward Schedule posted on the Boxcar Social Inc website. (in the case of any difference between the set reward schedule posted on the Boxcar Social Inc website **boxcarsocial.ca** and reward schedules published elsewhere, the reward schedule posted on the Boxcar Social Inc website shall be taken as accurate. In the case of purchased merchandise or services Boxcar Social Loyalty rewards will be awarded before taxes. In the case of special offers that award additional Boxcar Social Loyalty rewards based on a multiplier of the base reward schedule, selected in-store merchandise and/or services already subject to earn Additional Boxcar Social Loyalty rewards may or may not be excluded from any additional offers.

Boxcar Social Loyalty rewards will not be issued on the purchase of the following items/services: items excluded by law and other items specified as exclusions from time to time and alcoholic items that are not accompanied by non-alcoholic items such as food, coffee and retail items.

Boxcar Social Loyalty rewards issued on a transaction will be shown on the cash register receipt issued at the time of purchase. In the event of communication loss with the server that records the accrual of Boxcar Social Loyalty rewards, a customer will be awarded automatically when the system regains communication with the server and the new balance will be printed on the next customer receipt).

A Participant's Boxcar Social Loyalty account will also be accessible online from the cardholder portal by visiting my.ackroo.com which a Participant is able to access by using the Participant's own unique password. In the event of a discrepancy between the Boxcar Social Loyalty rewards issuance and/or balance on a receipt and/or those posted online and/or as contained in Ackroo Inc's internal database, the information appearing in Ackroo Inc's database will be taken as accurate. The information appearing online is initially generated from point of sale computer transactions as they

occur at Boxcar Social Inc locations and for this reason, the information appearing online may not accurately reflect data contained on Ackroo's internal database.

If a Boxcar Social Loyalty program participant has an issue or feels there is a discrepancy with the value of Boxcar Social Loyalty rewards earned on a particular transaction, the participant has 30 days from the date of the transaction on their receipt to contact Boxcar Social Inc and report on the matter; after 30 days from the date of a respective transaction, any respective amount of Boxcar Social Loyalty rewards appearing in relation to that transaction in Ackroo Inc's database that has not been questioned by a program participant will be deemed not to be contested and no adjustments will be made. If it's discovered that Boxcar Social Loyalty rewards were not properly issued or redeemed, Boxcar Social Inc, in its sole discretion reserves the right to make any adjustments the Boxcar Social Loyalty rewards to correct any discrepancies.

When a participant makes a return and/or exchange, the Boxcar Social Loyalty rewards will be deducted from the participant's account. The amount of rewards deducted will equal the amount of Boxcar Social Loyalty rewards issued for the returned item or service. If the return and/or exchange relates to an item/service acquired through the redemption of Boxcar Social Loyalty rewards, all redeemed Boxcar Social Loyalty rewards will be returned in their format.

If there is no activity on a participants account for 12 consecutive calendar months, Boxcar Social Inc reserves the right to terminate the account and no credit of any kind will be given to the participant. The accumulation of Boxcar Social Loyalty rewards does not entitle the participant to any financial stake hold as Boxcar Social Loyalty rewards remain the property of Boxcar Social Inc in perpetuity.

Boxcar Social Inc may from time to time offer extra Boxcar Social Loyalty rewards on selected in-store merchandise and/or services. In these cases the amount of extra Boxcar Social Loyalty rewards advertised in-store will be awarded in addition to the base amount awarded pursuant to rewards schedule posted on the Boxcar Social Inc website (in the case of any difference between the rewards schedule posted on the Boxcar Social Inc website and reward schedules posted elsewhere, the Boxcar Social Inc website shall be taken as accurate). Items which are made eligible for earning extra Boxcar Social Loyalty rewards pursuant to the rewards schedule are subject to a limited purchase of one item per visit/transaction unless otherwise stated.

How to Redeem Boxcar Social Loyalty Rewards

Boxcar Social Loyalty rewards are redeemable, pursuant to the terms contained in these Terms and Conditions.

As per applicable tax legislation, GST, PST, HST and any other taxes are calculated and payable by the Participant on the full amount of the purchase price before any reduction for redeemed rewards.

In order to redeem, Boxcar Social Loyalty rewards, the card must be registered. Additionally, to redeem Boxcar Social Loyalty reward, a Participant must present their registered card at the time of redemption. At that time, the Participant's Boxcar Social Loyalty rewards balance will be reduced by the amount of Boxcar Social Loyalty rewards redeemed. Boxcar Social Loyalty rewards can be redeemed in any amount, granted the required amount of Boxcar Social Loyalty rewards exists in the Participant's account prior to a purchase/redemption taking place. Boxcar Social Loyalty rewards can only be redeemed by the Participant who is the registered Participant of the account holding the Boxcar Social Loyalty card. Boxcar Social Inc will not be held liable for any unauthorized purchases/redemptions made by anyone other than the registered Participant. Redemption of Boxcar Social Loyalty rewards can only take place if the Boxcar Social Loyalty rewards server (operated by Ackroo Loyalty Inc) is fully operational and the Participant has an account which is in good standings with the program.

Boxcar Social Inc may add or delete products and services eligible for Boxcar Social Loyalty redemption at any time without notice. In addition, Boxcar Social Inc may substitute products and services eligible for redemption with those of equal or greater value at its discretion.

Boxcar Social Loyalty rewards have no value except as applied towards the purchase of goods and services offered for sale at participating Boxcar Social Inc locations. Nor are they exchangeable for cash and cannot be used to make card payment. Boxcar Social Loyalty rewards cannot be sold or purchased and are void if sold for cash or any other consideration.

By redeeming their Boxcar Social Loyalty reward, the Participant shall at that time be deemed to have automatically released Boxcar Social Inc from any and all liabilities and/or claims regarding the redemption and the use of the reward and any loss or damage caused by goods and services supplied as a reward.

The goods and services that Boxcar Social Loyalty rewards can be used towards non-alcoholic beverage items, food menu items and other consumable products as set forth by Boxcar Social Inc that may change from time to time. Alcoholic and retails items cannot be paid with rewards.

General Terms and Conditions

The Boxcar Social Loyalty program will terminate at 23:59:59 (local time) on December 31, 2016 (the "Termination Date") and all Boxcar Social Loyalty rewards will expire at 23:59:59 (local time) on March 31, 2017 if not redeemed prior to that time. Boxcar Social Inc at its sole discretion reserves the right to extend the program beyond the Termination Date, or terminate the program at any time prior to the Termination Date, by posting a revised set of Terms and Conditions on its website, and once posted the revised "Termination Date" as contained in the posted new set of Terms and Conditions shall immediately apply. Boxcar Social Inc may make changes to these Terms and Conditions, the Boxcar Social Loyalty program or any program procedures at any time by posting a revised Boxcar Social Loyalty program Terms and Conditions on its website, and once posted the revised set of Terms and Conditions shall immediately apply.

In case of a lost or stolen Boxcar Social Loyalty card, a new card will be provided to the participant upon request at any participating Boxcar Social Inc station. Any accumulated/unredeemed Boxcar Social Loyalty rewards balance relating to the old card can be transferred to the new card when a participant registers their new card. The balance of Boxcar Social Loyalty rewards can only be transferred if the old card was registered and Boxcar Social Inc and Ackroo Inc. can verify the authenticity/identity of the old card participant. A lost or stolen card that is reported will be deactivated once a participant registers a new card and transfers their Boxcar Social Loyalty rewards balance from their old account to their new account number. Boxcar Social Inc assumes no liability for Boxcar Social Loyalty rewards that are redeemed by any person(s) prior to a customer registering a replacement card by visiting my.ackroo.com (If any Boxcar Social Loyalty rewards are redeemed prior to such notification, any unauthorized redeemed Boxcar Social Loyalty rewards will not be reinstated to the participant's new card.

If circumstances beyond Boxcar Social Inc or Ackroo Inc.'s control affect Boxcar Social Inc's or Ackroo Inc.'s ability to operate the Boxcar Social Loyalty program, the program may be suspended or terminated without notice, and Boxcar Social Inc may restrict or alter any aspect of the Boxcar Social Loyalty program without notice at any time at its sole unfettered discretion. In the event any of the foregoing occurs Boxcar Social Inc and Ackroo Inc. will have no liability whatsoever to any Boxcar Social Loyalty program participant as a result thereof. Boxcar Social Inc and Ackroo Inc. shall be automatically released from all claims by program participants in respect of any participant's suspension, termination, or any forfeiture of Boxcar Social Loyalty rewards, or in respect of any modification, suspension or termination of the program.

Boxcar Social Inc is not responsible for any errors or omissions of any kind, whether in these Terms and Conditions or as the result of any mechanical or technological

failure or whether as the result of any human error whether by Boxcar Social Inc, its employees or licenses, Ackroo Inc, its employees or by any other person.

Boxcar Social Inc at any time may make enhancements or changes to the Boxcar Social Loyalty program. Any revisions to these Terms and Conditions will be posted to the Boxcar Social Inc website and will then serve as an official amendment once posted.

Failure to comply with any of the Terms and Conditions laid out or any violation, fraud, theft or abuse of the Boxcar Social Loyalty program in any way may result in forfeiture of all Boxcar Social Loyalty rewards and possible suspension and/or cancellation a participant's Boxcar Social Loyalty account without compensation, all the foregoing is at the sole discretion of Boxcar Social Inc and all without notice to the participant/registered cardholder.

Terms are subject to change without notice.

Privacy

Most of the information provided by participants through the online registration form will constitute personal information, as that term is defined under the Personal Information and Protection of Electronic Documents Act ("PIPEDA"). Examples include, your name, gender, postal address and email address. While Boxcar Social Inc and Ackroo Inc. are collecting such personal information for purposes of administering the Boxcar Social Loyalty program, this information may also be used by Boxcar Social Inc for marketing purposes or to notify participants of special promotional offers unless you choose to opt out of receiving promotional material.

Participants in the Boxcar Social Loyalty Program can choose not to opt in to Boxcar Social Inc's marketing database or to be contacted for promotional reasons by selecting the appropriate response during the online registration process. Any online registration received without the exclusion check-off boxes checked off, will be deemed to have consented to the use of their personal information for the purposes described above. Boxcar Social Inc assumes no responsibility or liability in the event that a participant's personal information is accessed unlawfully/without authorization by a third party due to the participant not taking the necessary steps to ensure their information is secure (i.e, a lost or stolen password, dissemination of a password in a public sphere etc.